

**DRAFT**Agenda Item Number : **2A**

## Request For Council Action

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**Date Submitted** 2016-02-26 07:53:32**Applicant** Water Services**Quick Title** Biosolids Roof Replacement Project**Subject** Consider approval of a bid for the Biosolids Roof Replacement Project at the WWTP**Discussion** The project bid was advertised in the local paper and on the City website. He also contacted 8 different contractors to bid on the project. Only two contractors attended the pre-bid meeting. Only one contractor submitted a bid.**Cost** \$288,100**City Manager Recommendation** This replacement of the roof at the Wastewater Treatment facility.**Action Taken****Requested by** Scott Taylor**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **2B**

## Request For Council Action

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**Date Submitted** 2016-02-25 15:38:58

**Applicant** Jay Sandberg

**Quick Title** Award Contract

**Subject** Approve Professional Services Contract with Bowen Collins & Associates for the Commerce Drive Road Project

**Discussion** This contract is for design of a roadway and culvert crossing in the vicinity of Commerce Drive and Ft. Pierce Wash.

**Cost** \$130,244

**City Manager Recommendation** Critical part of our transportation network hooking Little Valley area to River Road and then I-15. Recommend approval.

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments** [Bowen Collins Design.pdf](#)

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** The project will create additional east-west capacity and upgrade the unimproved river crossing that is being used by area residents and large construction vehicles. Large 10' X 10' concrete culverts that were previously used on the Valley View Drive temporary crossing will be utilized to the greatest extent possible to reduce costs. The project includes necessary river modeling and FEMA and Corps permitting, and design.

**Attachments** [Bowen Collins Design.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR THE COMMERCE DRIVE ROAD PROJECT WITH BOWEN COLLINS & ASSOCIATES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Bowen Collins & Associates, with offices at 20 North Main, Suite No. 107, St. George, Ut 84770 (hereinafter called "CONSULTANT").

**WITNESSETH THAT:**

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including design drawings and specifications for the Commerce Drive Road Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated February 3, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

**1. EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY

- as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.
- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
  - e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
  - f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
  - g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
  - h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
  - i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated



as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
  - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
  - ii. The Insurance Endorsement shall evidence such provisions.

- iii. The minimum commercial general liability insurance shall be as follows:
  - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
  - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
  - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
- iv. Such policy shall include each of the following coverages:
  - 1. Comprehensive form.
  - 2. Premises - operations.
  - 3. Explosion and collapse hazard.
  - 4. Underground hazard.
  - 5. Product/completed operations hazard.
  - 6. Contractual insurance.
  - 7. Broad form property damage, including completed operations.
  - 8. Independent contractors for vicarious liability.
  - 9. Personal injury.
  - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
  - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
  - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
  - iii. If Professional Liability coverages are written on a claims-made form:
    - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
    - 4. A copy of the policy must be submitted to CITY for review.
- g. **BUSINESS AUTOMOBILE COVERAGE:**
  - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
  - ii. Such business automobile insurance shall include each of the following types:

1. Comprehensive form, including loading and unloading.
2. Owned.
3. Hired.
4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and

CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George  
175 East 200 North  
St. George, Utah 84770  
Attention: Jay Sandberg

CONSULTANT Bowen Collins & Associates  
20 North Main, Suite #107  
St. George, Utah 84770  
Attention: Todd Olsen

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which



may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other

provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

OWNER: Bowen Collins & Associates

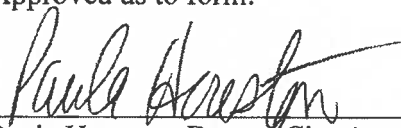
\_\_\_\_\_  
Jonathan T. Pike, Mayor

  
\_\_\_\_\_  
Ken Spiers, Vice President

Attest:

Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

  
\_\_\_\_\_  
Paula Houston, Deputy City Attorney



# Exhibit A

## Commerce Drive Road Project

20 NORTH MAIN, SUITE 107 • ST. GEORGE, UTAH 84770  
TEL: 435.656.3299 • FAX: 435.656.2190

February 3, 2016

Jay Sandberg, P.E.  
City Engineer  
St. George City Public Works  
175 East 200 North  
St. George, Utah 84770

**Subject: Proposal for the Design of the Commerce Drive Road Project**

Dear Jay:

In accordance with your request, this letter has been prepared for your review and consideration. Below is a scope of services and an associated fee for Bowen Collins & Associates (BC&A) to provide design services for the Commerce Drive Road Project

We propose to complete the following scope of services associated with the design of this project that includes the following features:

- Design of a new paved three lane road (2 travel lanes and a center lane) along Commerce Drive from 1630 East to the future Little Valley Road. It is understood that this new road will include the pavement section only and sidewalk and curb & gutter will not be included as part of this project.
- Provide design of new drainage facilities to connect to the existing 48-inch storm drain in the south shoulder of Commerce Drive, including design of repairs to the outlet of the 48-inch pipe to the Fort Pearce Wash.
- Design of a new culvert crossing of the Fort Pearce Wash to incorporate the previously purchased 10' x 10' reinforced box culverts and additional culverts as needed.
- Prepare a legal easement descriptions with associated exhibit for the City to negotiate purchasing an easement along the Western Rock Product property on the east end of the project.
- Prepare and submit to FEMA requests for a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) associated with the culvert crossing of Fort Pearce Wash.

### **PROPOSED SCOPE OF SERVICES**

#### **ENGINEERING/DESIGN**

**Task 1-1: Progress and Coordination Meetings.** BC&A will prepare for and attend a kickoff meeting with St. George City personnel to discuss data needs, project parameters and goals, confirm project limits and connection points, review existing property ownership, and other key aspects of the project. BC&A will also prepare for and attend four additional coordination meetings with the City and meetings at the 60-percent and 90-percent complete design stages. Information regarding

the project and other available data obtained during design will be reviewed with City personnel during these meetings.

**Task 1-2: Survey and Easement Documents.** Existing digital aerial photography obtained from the City will be used for the base mapping of the project. Additional field survey will be completed by BC&A along the project corridor to supplement the previously obtained survey at the Fort Pearce Wash crossing. This field survey will locate major surface features, know utility locations, depths of pipes at existing manholes, water meters, collect topographic information through the corridor, and collect needed information at the terminus point of the project. Multiple temporary benchmarks will be established along the corridor for reference and use during construction. BC&A will also prepare a single legal easement description with associated exhibit for the section of the proposed road along the Western Rock Product property for the City to obtain an easement.

**Task 1-3: Field Reconnaissance and Utility Investigations.** BC&A will complete a records search for existing utility owners to obtain as-built information and will perform field reconnaissance to verify location of utilities and document existing conditions along the project.

**Task 1-4: Hydraulic Analysis.** BC&A will updated the previously developed HEC-RAS model for the Fort Pearce Wash to include the road crossing and the box culverts needed to convey the 1-percent chance runoff event. This modeling will be used to develop the floodplain for the FEMA submittals.

**Task 1-5: Final Design.** BC&A staff will prepare final design drawings for the Commerce Drive Road Project. We will use St. George City's standard drawings and details, where possible, and will provide additional details where needed. Our cost estimate has been prepared assuming the following will be required:

Sheet No.	Drawings
G-1	Title Page, Project Location, & Vicinity Map
G-2	Abbreviations
G-3	General Notes & Symbols
G-4	Survey & Horizontal Control
G-5	Key Sheet
C-1 to C-9	Road Plan & Profile
C-10 to C-14	Striping Plan
C-15	1630 East Connection Plan
C-16	Little Valley Road Connection Plan
C-16 to C-17	Typical Cross Sections
C-18	Fort Pearce Wash Culvert Civil Plan
GC-1 to GC-5	General Civil Details
S-1	Fort Pearce Wash Culvert Plan and Elevation
S-2	Fort Pearce Wash Culvert Sections
S-3	Precast Reinforced Concrete Box Detail
S-4	Headwall Plan and Section
GS-1 to GS-3	General Structural Notes and Details

**Task 1-6: Contract Documents.** BC&A staff will prepare electronic contract documents (PDF format) for the 60- and 90-percent design submittals. We will use St. George City's current general conditions, bidding, and contract legal documents. We also propose to use St. George City's standard specifications, supplemented with additional technical specifications where needed. After receiving review comments, we will prepare electronic contract documents for the project.

**Task 1-7: Utah State Stream Alteration Permit.** BC&A will prepare an application for a State of Utah Stream Alteration permit for the City to sign and submit. As part of this task, we will respond to any questions from the State regarding this application.

**Task 1-8: Engineer's Opinion of Probable Construction Cost.** BC&A staff will prepare an opinion of probable construction cost (OPCC) for the Commerce Drive Road Project. This OPCC will be set up to help determine phasing and budgeting for the project.

#### **FEMA COORDINATION**

**Task 2-1: TES Clearance.** As required by FEMA for CLOMR applications, we will provide a Biological Assessment to review and identify the potential or existing Threatened, Endangered, and Sensitive Species (TES). We will coordinate with the appropriate agencies (US Fish & Wildlife, Utah Division of Natural Resources) to discuss any potential species of concern, conduct a site visit to confirm the absence or presence of potential species, and provide a report of these findings per the US Fish & Wildlife standards.

**Task 2-2: FEMA Conditional Letter of Map Revision.** BC&A will prepare and submit a CLOMR application request for the Fort Pearce Wash culvert crossing. This task will include coordination and responding to questions during the CLOMR process.

**Task 2-3: FEMA Letter of Map Revision.** BC&A will prepare a LOMR request application for the project once construction is complete. This will include updating the hydraulic model as necessary, updating the floodplain work map, and completing the FEMA application.

#### **PROPOSED PROJECT SCHEDULE AND BUDGETARY ASSUMPTION**

---

We propose to complete the design of the Commerce Drive Road Project within 24 weeks of receiving notice to proceed from the City.

For budgetary purposes, the following assumptions were made in developing the engineering cost estimate for this project:

1. Only one easement will be required.
2. The City will pay the application fees for both the Stream Alteration and the FEMA permits.
3. It is assumed that the City's standard industrial area pavement section will be used and that no geotechnical investigation will be required.

#### **COST SUMMARY**

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We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services. As presented in the attached Exhibit, we propose to complete the scope of services for a fee not to exceed \$130,244.

We are willing to negotiate the scope of work, schedule, and fee if there is something in this proposal that does not meet your needs. We enjoy working with St. George City and are very interested in providing engineering services on this project. We are available to start work immediately. Please call if you have any questions or if you need additional information.

Sincerely,  
Bowen Collins & Associates, Inc.



Todd Olsen, P.E.  
Project Manager

Attachment

Commerce Drive Road Project  
St. George City  
Engineering Man-hours and Fee Estimate

Bowen Collins  
& Associates, Inc.  
AUSTIN, TEXAS

2/3/2016

Task Category	Labor Rate	Office				Techs				Engineers				Subtotal Hours	Subtotal Labor	Subtotal Expenses	Expenses			Survey	Total Cost
		Account	Editor	Editor	Editor	Tech 3	Tech 4	Enviro	PE	Struct.	Cohen	Olsen	PIC				Computer	Mileage	Survey		
Staff		Buhler	Hilbert														\$ 7.00				
		\$54	\$65																		
<b>TASK 1 - ENGINEERING/DESIGN</b>																					
1-1		1							14			14		29	\$ 3,414	\$ 303	\$ 427	\$ 203	\$ 100		\$ 3,717
1-2												6		6	\$ 750	\$ 8,142	\$ 42			\$ 8,100	\$ 8,892
1-3		1							10			6		17	\$ 1,954	\$ 134	\$ 119	\$ 15			\$ 2,088
1-4									16			4		26	\$ 3,250	\$ 182	\$ 182				\$ 3,432
1-5		1				90	260		115	26		80	15	587	\$ 63,684	\$ 4,169	\$ 4,109	\$ 60			\$ 67,853
1-6			20						30	6		20	6	82	\$ 9,020	\$ 574	\$ 574				\$ 9,594
1-7								10	2	1		1		13	\$ 1,425	\$ 91	\$ 91				\$ 1,516
1-8									12	2		2		14	\$ 1,630	\$ 98	\$ 98				\$ 1,728
Task 1 Sub-Total		3	20			90	260	10	199	32		135	25	774	\$ 85,127	\$ 13,683	\$ 5,418	\$ 175	\$ 8,100		\$ 98,820
<b>TASK 2 - FEMA COORDINATION</b>																					
2-1		1						50				10		61	\$ 6,654	\$ 472	\$ 427	\$ 45			\$ 7,126
2-2			6						78			35	8	127	\$ 15,055	\$ 889	\$ 889				\$ 15,944
2-3				4					40			20	3	67	\$ 7,855	\$ 489	\$ 469	\$ 30			\$ 8,354
Task 2 Sub-Total		1	10			0	0	50	118	0		65	11	255	\$ 29,564	\$ 1,860	\$ 1,785	\$ 75	\$ -		\$ 31,424
<b>TOTAL COSTS</b>		4	30			90	260	60	317	32		200	36	1029	\$ 114,691	\$ 15,553	\$ 7,203	\$ 250	\$ 8,100		\$ 130,244

Expenses include:  
Computer/Communications Charge at \$7/labor hour  
Mileage Charge at \$0.75/mile  
10% Markup on other project related expenses



BOWECOL-01

SBARKER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111		<b>CONTACT NAME:</b> Shauna Barker <b>PHONE (A/C, No, Ext):</b> (801) 364-3434 643 <b>FAX (A/C, No):</b> (801) 355-5234 <b>E-MAIL ADDRESS:</b> Shauna.Barker@american-ins.com		
<b>INSURED</b>  Bowen Collins & Associates Michelle Skousen 154 East 14000 South Draper, UT 84020		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Travelers Indemnity Company		25658
		INSURER B : Sentinel Insurance Co Ltd		11000
		INSURER C : Twin City Fire Insurance Co		29459
		INSURER D : XL Specialty Insurance Company		37885
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6802794L324	07/16/2015	07/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			34UENKW2924	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6766Y453	07/16/2015	07/16/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	34WEBM3696	08/04/2015	08/04/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab Claim Made			DPR9725107	08/04/2015	08/04/2016	Per Claim Limit 5,000,000
D	Retro Date 7/1/97			DPR9725107	08/04/2015	08/04/2016	Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Commerce Drive Road. The City of St. George is listed as an additional insured with respects to the General Liability as per the contract. A Waiver of subrogation applies to the Workers Compensation Policy. The General Liability is primary and Non-Contributory. A 30 day notice of cancellation applies with the exception of nonpayment of Premium which is 10 days.

## CERTIFICATE HOLDER

## CANCELLATION

City of St. George  
175 East 200 North  
St. George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**DRAFT**Agenda Item Number : **2C**

## Request For Council Action

---

**Date Submitted** 2016-02-25 11:17:38

**Applicant** C. Hood

**Quick Title** Bid Award for Professional Services

**Subject** Testing, water sampling and reports for Remediation of Wastewater Treatment plant tank

**Discussion** Stantec will be providing the above services and have signed a contract which legal has reviewed and approved. We have their formal insurance certification for this project. Amount of cost submittal will be from \$ \$36,330.00 to \$ 38,150.00

**Cost** \$38,150.00 (NTE)

**City Manager Recommendation** Recommend approval.

**Action Taken**

**Requested by** Courtney Stephens

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** Professional Services will be done in this year.



**Stantec Consulting Services Inc.**  
8160 South Highland Drive  
Sandy UT 84093  
Tel: (801) 943-4144  
Fax: (801) 942-1852

January 27, 2016

Mr. Courtney Stephens  
St. George City Fleet Manager  
931 Redhill Parkway  
St. George, UT 84770

**RE: Cost Estimate for 2016**

- Conduct SVE Off-Gas Sampling/UDAQ Reporting During Spring and Fall 2016 and
- Conduct Three (3) Routine Ground Water Sampling/Reporting Events to UDEQ, LUST Division During April, August, and December 2016

City of St. George WWTP  
St. George, Utah

LUST Facility ID # 6000780  
LUST Release Site MIW

Dear Courtney:

Since our final 2015 sampling and UDEQ/UDAQ reporting events, contracted under a 2015 City-Stantec contract, were completed during December 2015, Stantec Consulting Services Inc. ("Stantec") appreciates the opportunity to submit this *Proposal and Cost Estimate* to you and your colleagues for implementing environmental consulting services at the site through the end of 2016.

As 2015 Soil Vapor Extraction/SVE system off-gas emission data indicate, the SVE system is successfully removing hydrocarbon mass from the subsurface in the vicinity of the former release area, specifically including elimination of free-floating product at wells MW-1, MW-2, and MW-3. UDEQ and UDAQ are expecting the next sampling efforts during April 2016.

**SCOPE OF WORK AND COST ESTIMATE**

Stantec anticipates the following activities and associated costs will be incurred to complete the scope of work. This cost estimate is based on anticipated efforts and is subject to change, in the unlikely event that field conditions alter the scope of work. Stantec intends to communicate any such changes in scope with City of St. George officials, as soon as practicable during field work. In the event that any changes in scope of work warrant consideration, Stantec will coordinate immediately with the City of St. George officials to decide a mutually-acceptable 'path-forward.'

Stantec proposes to complete the sampling and reporting on a Time & Materials not-to-exceed basis. The City and Stantec must approve any change in the Scope of Services and final cost in writing (email shall meet this requirement).



January 27, 2016

Page 2 of 3

## **ACTIVITY**

## **COST**

### **TASK 1            Conduct SVE Off-Gas Sampling/Analyses/UDAir Quality (UDAQ) Reporting During Spring and Fall 2016**

Stantec will coordinate lab's mailing of two (2) summa canisters to an on-site City official, who will collect two (2) SVE off-gas air samples (as shown/taught initially by Stantec) - one before carbon treatment and one after carbon treatment, as mandated by the UDAQ.....and then 'Overnight' ship/return mail to the lab, as follows: Utah Division of Air Quality/UDAQ-mandated, semi-annual sampling/reporting during Spring and Fall 2016.

STANTEC will also prepare semi-annual, UDAQ Semi-Annual SVE Off-Gas Summary Letter-Reports which are separate reports than the ground water LUST reports, with different subject matters and reporting agencies.

Labor	\$3,700-4,000
Expenses (Four [4] totaled - lab, air samples; ~ \$290/sample, plus Stantec's one-way "Overnight" S&H charge of ~ \$35-45/event)	<u>1,230-1,250</u>
	\$4,930-5,250

### **TASK 2            Conduct three (3) ground water sampling surveys for the existing ground water quality monitoring wells during April, August, and December 2016...and prepare/submit to the UDEQ LUST Ground Water Monitoring Summary Reports**

Labor and expenses	\$24,300-25,300
Laboratory, water samples	<u>5,800</u>
	\$30,100-31,100

### **TASK 3    Coordinate With City, Landfill, and Carbon Drum Supplier for Replacement of One (1) Carbon Drum at the SVE System**

Labor	\$500-700
One Carbon Drum w/S&H to site	<u>800-1,100</u>
	\$1,300-1,800

**TOTAL COST: \$36,330-38,150**

## **OUT OF SCOPE CONSIDERATIONS**

The cost estimate presented in this proposal is based on the Scope of Work outlined herein for activities proposed for implementation at the City of St. George wastewater treatment plant in St. George, Utah. Any other services will be considered out of scope. Cost estimate adjustments must



January 27, 2016  
Page 3 of 3

be agreed upon by Stantec and the City of St. George for any item determined to be out of scope, prior to implementation.

Stantec appreciates the opportunity to provide you with this Proposal and Cost Estimate. If you have any questions or concerns, please contact me at (801) 703-1927 (cellphone). Stantec is here to support whatever needs the City of St. George deems necessary.

Respectfully,

Stantec Environmental Consultants Inc.

  
John G. Russell, III, C.P.G.

Sr. Hydrogeologist, Environmental Risk Manager  
Utah-Certified Professional Geologist

CC: T. Hedrick/ Stantec, Utah-Certified UST Sampler and UST Consultant

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Stantec Consulting Services Inc, with offices at 8160 S Highland Dr., Sandy, UT 84093 (hereinafter called "CONSULTANT").

### WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide environmental services services including collecting off-gas air samples and reporting on the results to the Utah Division of Air Quality and providing semi-annual reports for the Wastewater Treatment Plant Corrective Action Plan Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated January 27, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

#### 1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional environmental company with engineers and scientists licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY

requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 25% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at December 31, 2016.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.



9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

- agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
  - c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
    - i. The name and address of the insured.
    - ii. CITY shall be named as a Certificate Holder.
    - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
    - iv. The location of the operations to which the insurance applies.
    - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
    - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
    - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
    - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
    - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
    - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
  - d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
    - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
    - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
    - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
  - e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
    - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or

- subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
    - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
    - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
  - iv. Such policy shall include each of the following coverages:
    - 1. Comprehensive form.
    - 2. Premises - operations.
    - 3. Explosion and collapse hazard.
    - 4. Underground hazard.
    - 5. Product/completed operations hazard.
    - 6. Contractual insurance.
    - 7. Broad form property damage, including completed operations.
    - 8. Independent contractors for vicarious liability.
    - 9. Personal injury.
    - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
  - f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
    - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
    - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
    - iii. If Professional Liability coverages are written on a claims-made form:
      - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
      - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
      - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
      - 4. A copy of the policy must be submitted to CITY for review.
  - g. BUSINESS AUTOMOBILE COVERAGE:
    - i. CONSULTANT shall carry and maintain business automobile insurance coverage on

each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George  
175 East 200 North  
St. George, Utah 84770  
Attention: Courtney Stephens

CONSULTANT: Stantec Consulting Services Inc.  
8160 S Highland Dr.  
Sandy, UT 84093  
Attention: John Russell

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and

conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: City of St. George

CONSULTANT: Stantec Consulting Services Inc

\_\_\_\_\_  
Jonathan T. Pike, Mayor

\_\_\_\_\_  
John G. Russell, III  
Sr. Hydrogeologist, Environmental Risk Manager

ATTESTED:

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Paul Austin 3-2-14



Paula Houston, Deputy City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	AON REED STENHOUSE INC. AON RISK SERVICES CENTRAL, INC 900 - 10025 - 102A AVENUE EDMONTON, AB T5J 0Y2	CONTACT NAME: ANDREA OTTO PHONE (A/C, No, Ext): 1-952-807-0679 FAX (A/C, No): 1-312-381-6608 E-MAIL: ANDREA.OTTO@AON.COM ADDRESS: ANDREA.OTTO@AON.COM
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	STANTEC CONSULTING SERVICES INC. 8160 S HIGHLAND DRIVE SANDY, UT 84093	INSURER A: ZURICH AMERICAN INSURANCE COMPANY 16535 INSURER B: SENTRY INSURANCE A MUTUAL COMPANY 24988 INSURER C: ZURICH INSURANCE COMPANY INSURER D: SENTRY INSURANCE A MUTUAL COMPANY 24988 INSURER E: ALLIANZ GLOBAL RISKS US INSURANCE INSURER F:

COVERAGES	CERTIFICATE NUMBER: 507	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSURER	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS LIABILITY <input checked="" type="checkbox"/> OWNERS & CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X		GLO5415704  XCU COVER INCLUDED	05/01/15	05/01/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/15	05/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	X	90-17043-06	05/01/15	05/01/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>PROPERTY INSURANCE</b>			CLP3009358	05/01/15	05/01/16	ALL RISKS REPLACEMENT COST \$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
SANDY, UT. STANTEC PROJECT # 203710416, RE: COLLECT OFF-GAS AND WATER SAMPLES AND REPORT TO UDEQ. THE CITY OF ST. GEORGE IS INCLUDED AS AN ADDITIONAL INSURED BUT ONLY ARISING OUT OF THE OPERATIONS OF THE ADDED INSURED. THIS COVER IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY. WORKERS COMPENSATION COVERAGE INCLUDES A WAIVER OF SUBROGATION PER WRITTEN CONTRACT. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b>  CITY OF ST. GEORGE ATT: COURTNEY STEPHENS 175 EAST 200 NORTH, ST. GEORGE, UTAH 84770.	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Andrea R. Otto
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AON REED STENHOUSE INC.  
900 - 10025 - 102A AVENUE  
EDMONTON AB T5J 0Y2

CONTACT NAME TAMMIE BESON

PHONE (A/C, No, Ext): 1-780-423-9462

FAX (A/C, No): 1-780-423-9876

E-MAIL ADDRESS: TAMMIE.BESON@AON.CA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E: CERTAIN U/W/S AT LLOYDS OF LONDON

37540

INSURER F: (BEAZLEY)

INSURED

STANTEC CONSULTING SERVICES INC.,  
8160 S HIGHLAND DRIVE  
SANDY, UT 84093

## COVERAGES

CERTIFICATE NUMBER:

506

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b>						
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
<b>AUTOMOBILE LIABILITY</b>						
<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS \$
If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
<b>PROFESSIONAL LIABILITY &amp; CONTRACTORS POLLUTION LIABILITY</b>	N/A		QC1505150	08/01/15	08/01/16	CLAIM AND AGGREGATE LIMIT \$3,000,000
			NO RETROACTIVE DATE			INCLUSIVE OF COSTS
						CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SANDY, UT. STANTEC PROJECT # 203710416, RE: COLLECT OFF-GAS AND WATER SAMPLES AND REPORT TO UDEQ. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

## CERTIFICATE HOLDER

CITY OF ST. GEORGE  
ATT: COURTNEY STEPHENS  
175 EAST 200 NORTH,  
ST. GEORGE, UTAH 84770.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Stantec Consulting Services Inc.**  
8160 South Highland Drive  
Sandy UT 84093  
Tel: (801) 943-4144  
Fax: (801) 942-1852

January 27, 2016

Mr. Courtney Stephens  
St. George City Fleet Manager  
931 Redhill Parkway  
St. George, UT 84770

**RE: Cost Estimate for 2016**

- Conduct SVE Off-Gas Sampling/UDAQ Reporting During Spring and Fall 2016 and
- Conduct Three (3) Routine Ground Water Sampling/Reporting Events to UDEQ, LUST Division During April, August, and December 2016

City of St. George WWTP  
St. George, Utah

LUST Facility ID # 6000780  
LUST Release Site MIW

Dear Courtney:

Since our final 2015 sampling and UDEQ/UDAQ reporting events, contracted under a 2015 City-Stantec contract, were completed during December 2015, Stantec Consulting Services Inc. ("Stantec") appreciates the opportunity to submit this *Proposal and Cost Estimate* to you and your colleagues for implementing environmental consulting services at the site through the end of 2016.

As 2015 Soil Vapor Extraction/SVE system off-gas emission data indicate, the SVE system is successfully removing hydrocarbon mass from the subsurface in the vicinity of the former release area, specifically including elimination of free-floating product at wells MW-1, MW-2, and MW-3. UDEQ and UDAQ are expecting the next sampling efforts during April 2016.

**SCOPE OF WORK AND COST ESTIMATE**

Stantec anticipates the following activities and associated costs will be incurred to complete the scope of work. This cost estimate is based on anticipated efforts and is subject to change, in the unlikely event that field conditions alter the scope of work. Stantec intends to communicate any such changes in scope with City of St. George officials, as soon as practicable during field work. In the event that any changes in scope of work warrant consideration, Stantec will coordinate immediately with the City of St. George officials to decide a mutually-acceptable 'path-forward.'

Stantec proposes to complete the sampling and reporting on a Time & Materials not-to-exceed basis. The City and Stantec must approve any change in the Scope of Services and final cost in writing (email shall meet this requirement).



## **ACTIVITY**

## **COST**

### **TASK 1            Conduct SVE Off-Gas Sampling/Analyses/UDAir Quality (UDAQ) Reporting During Spring and Fall 2016**

Stantec will coordinate lab's mailing of two (2) summa canisters to an on-site City official, who will collect two (2) SVE off-gas air samples (as shown/taught initially by Stantec) - one before carbon treatment and one after carbon treatment, as mandated by the UDAQ.....and then 'Overnight' ship/return mail to the lab, as follows: Utah Division of Air Quality/UDAQ-mandated, semi-annual sampling/reporting during Spring and Fall 2016.

STANTEC will also prepare semi-annual, UDAQ *Semi-Annual SVE Off-Gas Summary Letter-Reports* which are separate reports than the ground water LUST reports, with different subject matters and reporting agencies.

Labor	\$3,700-4,000
Expenses (Four [4] totaled - lab, air samples; ~ \$290/sample, plus Stantec's one-way "Overnight" S&H charge of ~ \$35-45/event)	<u>1,230-1,250</u>
	\$4,930-5,250

### **TASK 2            Conduct three (3) ground water sampling surveys for the existing ground water quality monitoring wells during April, August, and December 2016...and prepare/submit to the UDEQ LUST Ground Water Monitoring Summary Reports**

Labor and expenses	\$24,300-25,300
Laboratory, water samples	<u>5,800</u>
	\$30,100-31,100

### **TASK 3    Coordinate With City, Landfill, and Carbon Drum Supplier for Replacement of One (1) Carbon Drum at the SVE System**

Labor	\$500-700
One Carbon Drum w/S&H to site	<u>800-1,100</u>
	\$1,300-1,800

**TOTAL COST: \$36,330-38,150**

## **OUT OF SCOPE CONSIDERATIONS**

The cost estimate presented in this proposal is based on the Scope of Work outlined herein for activities proposed for implementation at the City of St. George wastewater treatment plant in St. George, Utah. Any other services will be considered out of scope. Cost estimate adjustments must



January 27, 2016  
Page 3 of 3

be agreed upon by Stantec and the City of St. George for any item determined to be out of scope, prior to implementation.

Stantec appreciates the opportunity to provide you with this Proposal and Cost Estimate. If you have any questions or concerns, please contact me at (801) 703-1927 (cellphone). Stantec is here to support whatever needs the City of St. George deems necessary.

Respectfully,

Stantec Environmental Consultants Inc.



John G. Russell, III, C.P.G.

Sr. Hydrogeologist, Environmental Risk Manager  
Utah-Certified *Professional Geologist*

CC: T. Hedrick/ Stantec, Utah-Certified *UST Sampler and UST Consultant*

**DRAFT**Agenda Item Number : **2D**

## Request For Council Action

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**Date Submitted** 2016-02-24 12:16:28

**Applicant** Laurie Mangum

**Quick Title** Award of bid for furniture for ESD Control Building

**Subject** Award of bid for furniture for the new control building.

**Discussion** One bid was received in the amount of \$43,926.00

**Cost** \$43926.60

**City Manager Recommendation** Furniture and fixtures for the new ESD Control building currently under construction at the Energy Services facility.

**Action Taken**

**Requested by** Laurie

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget?** **Amount:**

**Additional Comments** This is a place holder for the Purchasing Dept to complete once the agreements are received from legal. It is being reviewed by Paula.

**CITY OF ST. GEORGE**  
**EQUIPMENT/SUPPLIES/MATERIALS PURCHASE AGREEMENT**  
**WITH SOUTHERN UTAH OFFICE MACHINES & SUPPLIES FOR PURCHASE OF FURNITURE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and Southern Utah Office Machines & Supplies, whose address is 1361 E Red Hills Parkway, Suite C, St. George, UT 84770, ("Seller").

**R E C I T A L S**

WHEREAS, City desires to purchase and have installed office furniture for Energy Services Control Room; and

WHEREAS, City solicited bids through the formal bid process for the purchase of equipment/supplies/materials, Exhibit A, and the bid is hereby incorporated as part of this agreement; and

WHEREAS, Seller submitted a bid dated 01/15/2016, which outlines the items to be purchased, the quantity and the price, Exhibit B, and is hereby incorporated as part of this agreement; and

WHEREAS, City after review of the bids selected Seller to provide the equipment/supplies/materials for the Project;

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

**A G R E E M E N T**

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. **Purchase.** Seller shall provide the goods described in Exhibit A and B.
3. **Purchase Price and Payment.** City shall pay Seller a total sum of \$22,126.00 for the goods described in Exhibit A and B. City shall pay Seller 50% down on order date and remainder to be paid in full within 30 days of delivery of the goods to City, acceptance of those goods by the City and receipt of the invoice.
4. **Delivery.** Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to Buyer. Seller will deliver the goods required by the Agreement on or before 4-6 weeks from order date, unless the period for delivery is extended by City. City, upon receiving possession of the goods, shall have a reasonable opportunity to inspect the goods to determine if the goods conform to the requirements of the conditions of this sale. If the



City, in good faith, determines that all or a portion of the goods are non-conforming, the City may return the goods to the Seller at no cost to City. Seller is strictly liable for goods until City accepts delivery of goods.

5. **Warranties.** All goods shall be warranted as follow: Deskmakers products- 10 year warranty, Lorell products - 5 year warranty and Virco products - Limited Lifetime Warranty.
6. **Compliance with Applicable Laws.** Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of the City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.
7. **Conflicts.** In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.
8. **No Waiver.** The failure of either Party to enforce any of this Agreement's provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.
9. **Notices.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:  

City of St. George	Seller: Southern Utah Office Machines & Supplies
Attn: Connie Hood	Attn: Ricahrd Torres
175 East 200 North	1361 E Red Hills Parkway, Suite C
St. George, Utah, 84770	St. George, UT 84770
10. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

11. **Construction.** This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
12. **Legal Fees.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
13. **Modification Of Agreement.** City specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
14. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
15. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
17. **No Joint Venture, Partnership or Third Party Rights.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
18. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of

whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.

19. **Severability.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
20. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
21. **Headings.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
22. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
23. **Authority of Parties.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

SELLER: Southern Utah Office Machines

\_\_\_\_\_  
Jonathan T. Pike, Mayor

\_\_\_\_\_  
Richard Torres, Treasurer

ATTEST:

Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

 3-2-16  
\_\_\_\_\_  
Paula Houston, Deputy City Attorney

# EXHIBIT A

4

**BID SCHEDULE**

#16-0005

COMPANY NAME: Southern Utah Office Machines & Supplies

TELEPHONE NO.: 435-628-4351 FAX NO.: 435-634-9832

FOB POINT: DESTINATION / PAYMENT DISCOUNT TERMS: 50% down on order date.

CITY BUSINESS LICENSE NO.: 00360823

OR, REGISTERED WITH CITY LICENSE OFFICER

DELIVERY DATE: 4-6 weeks from order date.

**BID INSTRUCTION NOTES:**

1. PLEASE SPECIFY LEADTIME ON EACH ITEM. BID ONLY THOSE ITEMS SPECIFIED, NO EXCEPTIONS
2. COMPLETE BIDS ARE DESIRED BUT PARTIAL BIDS WILL BE CONSIDERED.
3. COMPLETE SHIPPING AND INSTALLATION TO BE INCLUDE. ADDRESSES OF DELIVERY SITE IS:

ENERGY SERVICES  
811 EAST RED HILLS PARKWAY  
SAINT GEORGE, UT 84770

4. COLORS WILL BE DETERMINED UPON BID AWARD. IF THERE ARE DIFFERENCES IN COST DUE TO COLOR CHOICE, PLEASE NOTE.
5. PRICE EACH LINE ITEM SEPARATELY AS LISTED

TOTAL BID PRICE: \$22,126.<sup>00</sup>

TOTAL AMOUNT (IN WORDS): twenty two thousand one hundred & twenty six dollars.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

Richard M. Turner Treasurer 1-15-16  
SIGNATURE TITLE DATE

# EXHIBIT B

Quote: SG City water and energy 061215

ST GEORGE CITY  
OFFICES RAQUEL MORTENSON  
ACCOUNTS PAYABLE  
175 E 200 N  
ST GEORGE, UT 84770  
435-627-4000

Item #	Description	UOM	Qty	Customer Price	Line Total
Misc - Furniture	DESKMAKERS SS-SPF2-3672-L-A1 FAN TOP RETURN DESK	EA	1	879.00	\$879.00
Misc - Furniture	DESKMAKERS SS-BRDG-2448-A1 24"X48" BRIDGE	EA	1	249.00	\$249.00
Misc - Furniture	DESKMAKERS SS-SPC2-2472-L-A1 24"X72" BBF CREDENZA	EA	1	739.00	\$739.00
Misc - Furniture	DESKMAKERS SS-HUDG-7242-A1 ALUMINUM FRAMED 4 DOOR HUTCH	EA	1	1198.00	\$1,198.00
Misc - Furniture	DESKMAKERS SS-SCMD-2472-A1 36"X72" WARDROBE STORAGE CABINET	EA	1	949.00	\$949.00
NOTE	FURNITURE ABOVE FOR AL'S OFFICE	EA	1	0.00	\$0.00
Misc - Furniture	DESKMAKERS SS-DPF2-3672-A1 36"X72" FAN DESK	EA	1	1198.00	\$1,198.00
Misc - Furniture	DESKMAKERS SS-CBBF2472-A1 24"X72" CREDENZA	EA	1	1029.00	\$1,029.00
Misc - Furniture	DESKMAKERS SS-HUDG-7242-A1 ALUMINUM FRAMED 4 DOOR HUTCH	EA	1	1198.00	\$1,198.00
Misc - Furniture	DESKMAKERS SS-SCMSD-2472-A1 36"X72" WARDROBE STORAGE CABINET	EA	1	949.00	\$949.00
NOTE	ABOVE FURNITURE FOR BRIAN'S OFFICE	EA	1	0.00	\$0.00
Misc - Furniture	DESKMAKERS CF-BOW2-4844-E1 48"X144" BOW SHAPE TWO PIECE CONFERENCE TABLE	EA	1	1049.00	\$1,049.00
Misc - Furniture	DESKMAKERS CF-BHLG-22S-SM SILVER METAL H LEG'S	EA	2	529.00	\$1,058.00
Misc - Furniture	DESKMAKERS CF-DGR-60 BLACK FINISH POWER PORT 3 PLUG 1 RJ 11 1 RJ45	EA	2	239.00	\$478.00
Misc - Furniture	AC-STBR-72 BAR STIFFENER METLIC SILVER FOR SURFACE SUPPORT	EA	2	49.00	\$98.00
NOTE	CONFERENCE ROOM FURNITURE ABOVE	EA	1	0.00	\$0.00
LLR 69515	Lorell Mid-Back Dacron-Filled Cushion Management Chair - Leather Black Seat - 5-star Base - Black - 27" Width x 27" Depth x 42.5" Height	EA	12	299.00	\$3,588.00
LLR 30956	Lorell Stackable Guest Chair - Fabric Black, Plastic Seat - Black Back - Black - 18.75" Seat Width x 18.38" Seat Depth - 22.9" Width x 22.6" Depth x 3	EA	20	99.00	\$1,980.00

NOTE	CHAIRS ABOVE FOR CONFERENCE ROOM, GUEST SEATING/BREAKROOM SEATING	EA	1	0.00	\$0.00
Misc - Furniture	DESKMAKERS SS-BCSE-3672-A1 36"X12"X72" OPEN BOOKCASE	EA	2	449.00	\$898.00
LLR 49521	Lorell Mobile File Pedestal - 15" x 20" x 27.8" - Letter - Ball-bearing Suspension, Recessed Handle, Security Lock - Black - Steel - Recycled	EA	10	249.00	\$2,490.00
Misc - Furniture	VIRCO MTS0172958 MOBILE 60 TABLE	EA	1	2099.00	\$2,099.00
NOTE	ABOVE TABLE FOR BREAK ROOM!	EA	1	0.00	\$0.00
Misc - Furniture	SHIPPING, DELIVERY & INSTALLATION	EA	0	0.00	\$0.00
NOTE	4-6 WEEK DELIVERY TIME FROM ORDER DATE ON ALL DESKMAKERS AND VIRCO PRODUCTS. ALL LORELL PRODUCTS 5-10 BUSINESS DAYS.	EA	1	0.00	\$0.00
NOTE	50% DOWN REQUIRED ON ORDER DATE!	EA	1	0.00	\$0.00
NOTE	PRICING ON ALL DESKMAKERS PRODUCTS ARE FOR STANDARD GRADE LAMINATES ONLY!	EA	1	0.00	\$0.00

Subtotal: \$22,126.00  
 Freight Cost: \$0.00  
 Tax: \$0.00  
 Total: \$22,126.00

**Southern Utah Office Machines & Supplies**

1361 E. Red Hills Pkwy.  
 Suite #C  
 Saint George, UT 84770  
 Phone: 435-628-4351  
 Fax: 435-634-9832



**DRAFT**Agenda Item Number : **2E**

## Request For Council Action

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**Date Submitted** 2016-02-24 09:43:02**Applicant****Quick Title** Bid Award for Traffic Signal Construction at Dixie Dr/1600 S**Subject** Award construction contract to Interstate Rock for the traffic signal at Dixie Dr and 1600 S**Discussion** The City received bids from two contractors for the installation of the traffic signal. The bid includes the installation of the City-furnished traffic signal equipment.**Cost** \$106,922.05**City Manager Recommendation** Signal at 1600 S. and Dixie Drive. This will provide a better access to Dixie Drive from the Cemetery and the All Abilities park and the future Plantations Drive.**Action Taken****Requested by** Cameron Cutler**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **2F**

## Request For Council Action

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**Date Submitted** 2016-02-12 11:25:46

**Applicant** C. Hood

**Quick Title** Bid Award

**Subject** City Commons Building Re-Roofing Project

**Discussion** We received formal bids for this project. After review of the bids, it was determined that Heritage roofing submitted the best and lowest bid and met all the bid requirements and specifications for the project. They are out of Bluffdale, UT.

**Cost** \$112,734.00

**City Manager Recommendation** Recommend approval as we have sufficient funds in this account in this year's budget to handle a little higher cost than anticipated.

**Action Taken**

**Requested by** Carlos Robles

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments** This project includes tear-off and disposal of old roof materials. The contract is in the legal department for review and approval so award will be upon approval and contractor signing of the contract agreement. The amount budgeted for was \$ 110,000 and the project came in slightly over, however, Millcreek roof project was budgeted at \$85,000 and we only spent \$ 77,000 so there is still money in the budget for the overage on this roof project. Pending contract approval by Legal.

MEMORANDUM OF BID OPENING

Bid No. & Title: 15-0058 City Commas Bldg Re-Roofing  
Bids Opened By: C. Hood  
Bids Recorded By: C. Hood  
Time of Opening: 2:00 PM  
Date of Opening: 12/17/2015  
Place of Opening: CCC

Apparent Low Bidder:

Amount of Bid:

Order of Bid Opening:

NOORDA BUILDING  
New Cape + Alter. 1 \$ 130,927  
Alter. 2  
Alter. 3  
Heritage Roofing (Riverton) \$ 102,700.00  
Base: \$ 79,800.00  
Alter. 1 \$ 20,540.00 BOND S  
Alter. 2  
Alter. 3  
Comwest Inc (Draper) Base: 175,000  
Alter. 1  
Alter. 2  
Alter. 3  
Base:  
Alter. 1  
Alter. 2  
Alter. 3

Those Present:

C. Hood  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Heritage Roofing L.C.

P. O. Box 1589

Riverton, UT 84065

(801) 576.8447 phone

(801) 576.8311 fax



# BID PROPOSAL

Job name: **CITY COMMONS BUILDING RE-ROOF  
PROJECT #15-0058**

Date: **12-16-2015**

Address: **St George, Utah**

Phone: **801.576.8447**

Attn.: **Purchasing Dept. Connie Hood**

Contact: **Jim Smith**

Addendum: **None to date**

Description	Amount
Bid proposal includes tear-off and disposal of existing single-ply membrane, remove existing parapet coping, mechanically attach new 72mil Sika Sarnafil S327 PVC membrane, provide new drip edge, reglet, walk way pads and expansion joint. Includes 25 year manufacturer's warranty.	\$102,700
Price per square foot includes walls, reglet, expansion joint, drip-edge, warranty, lifting and tear-off.	\$3.039 s/f
New parapet coping metal.	\$7,980
Payment and performance bond.	\$2,054
<b>Excludes snow removal</b>	

Conditions of agreement: We hereby propose to do the outline of work, subject to all the terms and conditions as set forth herein. 2) All agreements are contingent upon strikes, accidents, weather or unforeseen delays beyond our control. 3) This agreement may be withdrawn if not accepted within 30 days. 4) All bids are subject to credit approval. 5) Payment is to be made as follows: full payment due upon completion. In the event payment is not made by due date, I or we agree to pay if collection is otherwise a reasonable attorney's fee, plus a finance charge or 1 1/2% per month (annual percentage rate 18%), and hereby waive all rights to claim exemption under State laws. 6) This agreement constitutes acceptance of specifications, materials, prices, and conditions. Any alteration of specifications, materials, prices or conditions shall be in writing, signed by both parties. 7) Heritage Roofing shall not be responsible for the operation and results of any technical advice in connection with the design, installation, or use of the product sold herein. Any hazardous material which may be encountered, whether disclosed or not, shall remain the property of the owner, and the owner shall indemnify Heritage Roofing for any such material and assume liability.

This bid is a:

☐ Unit Price  
☒ Lump Sum

Heritage Roofing L.C.

Signature

*James B. Smith*

Title Managing Owner

Company

CITY OF ST. GEORGE

Signature

*Jim Smith*

Title

FACILITIES SERVICES  
MANAGER

Date

2/9/16

**DRAFT**Agenda Item Number : **2G**

## Request For Council Action

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**Date Submitted** 2016-02-19 14:25:01**Applicant** Jay Sandberg**Quick Title** Bid Award**Subject** Consider approval to award a contract to Interstate Rock Products to complete the River Road/Ft. Pierce Bridge and Roadway Widening Project.**Discussion** The project includes removal of the existing downstream bridge, installation of a new bridge, roadway widening that includes curb & gutter, sidewalk, drainage structures and pipe, and a traffic signal at River Road & Horseman Park Drive.**Cost** \$2,891,673.30**City Manager Recommendation** Great bid significantly under the engineer's estimate. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Bid Tab Final.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Bid Tab Final.pdf](#)

RIVER ROAD/FORT PIERCE BRIDGE &  
ROADWAY WIDENING PROJECT  
Bid Summary

Interstate Rock Products	<b>2,891,673.30</b>
Dry Creek Structures	2,905,334.50
Meadow Valley	3,271,943.00
JP Excavating	2,999,546.00
Wadsworth Brothers	3,098,105.00
B. Hansen Construction	3,444,000.00
Vancon, Inc.	3,689,485.00
<i>Engineer's Estimate</i>	<i>3,703,775.00</i>
Progressive Contracting	4,188,752.37

**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT  
INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Interstate Rock Products		Dry Creek Structures	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$200,000.00	\$200,000.00	\$129,500.00	\$129,500.00	\$290,000.00	\$290,000.00
2	TRAFFIC CONTROL	LUMP	1	\$120,000.00	\$120,000.00	\$28,450.00	\$28,450.00	\$45,000.00	\$45,000.00
3	DUST CONTROL AND WATERING	LUMP	1	\$20,000.00	\$20,000.00	\$47,100.00	\$47,100.00	\$9,000.00	\$9,000.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$5,000.00	\$5,000.00	\$21,950.00	\$21,950.00	\$10,000.00	\$10,000.00
5	ROADWAY EXCAVATION (PLAN QUANTITY)	CU YD	3,600	\$10.00	\$36,000.00	\$13.70	\$49,320.00	\$6.50	\$23,400.00
6	BORROW	CU YD	1,400	\$15.00	\$21,000.00	\$8.60	\$12,040.00	\$26.50	\$37,100.00
7	REMOVE PAVEMENT MARKINGS	FEET	14,000	\$1.00	\$14,000.00	\$1.35	\$18,900.00	\$0.40	\$5,600.00
8	REMOVE PAVEMENT MESSAGE	EACH	10	\$50.00	\$500.00	\$175.00	\$1,750.00	\$115.00	\$1,150.00
9	REMOVE PIPE CULVERT	FEET	100	\$10.00	\$1,000.00	\$2.80	\$280.00	\$10.50	\$1,050.00
10	REMOVE CATCH BASIN	EACH	2	\$500.00	\$1,000.00	\$169.00	\$338.00	\$210.00	\$420.00
11	REMOVE CURB & GUTTER	FEET	550	\$5.00	\$2,750.00	\$4.00	\$2,200.00	\$4.20	\$2,310.00
12	REMOVE SIGN	EACH	7	\$150.00	\$1,050.00	\$42.30	\$296.10	\$5.00	\$35.00
13	REMOVE CRASH CUSHION	EACH	2	\$1,000.00	\$2,000.00	\$846.00	\$1,692.00	\$715.00	\$1,430.00
14	REMOVE CONCRETE BARRIER	FEET	820	\$15.00	\$12,300.00	\$2.40	\$1,968.00	\$3.50	\$2,870.00
15	REMOVE BRIDGE	LUMP	1	\$100,000.00	\$100,000.00	\$166,150.00	\$166,150.00	\$95,000.00	\$95,000.00
16	REMOVE WINGWALL	LUMP	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00
17	REMOVE GUARDRAIL	FEET	875	\$3.00	\$2,625.00	\$2.80	\$2,450.00	\$2.50	\$2,187.50
18	REMOVE TREE	EACH	6	\$300.00	\$1,800.00	\$280.00	\$1,680.00	\$250.00	\$1,500.00
19	RELOCATE SIGN	EACH	11	\$200.00	\$2,200.00	\$85.00	\$935.00	\$52.00	\$572.00
20	RELOCATE AIR/VAC VENT PIPE	EACH	1	\$500.00	\$500.00	\$700.00	\$700.00	\$3,175.00	\$3,175.00
21	RELOCATE STEEL PIPE FENCE	FEET	300	\$20.00	\$6,000.00	\$14.50	\$4,350.00	\$14.00	\$4,200.00
22	RELOCATE IRRIGATION SYSTEM	LUMP	1	\$4,000.00	\$4,000.00	\$2,820.00	\$2,820.00	\$3,175.00	\$3,175.00
23	RELOCATE PVC FENCE	FEET	200	\$15.00	\$3,000.00	\$8.00	\$1,600.00	\$8.00	\$1,600.00
24	RELOCATE FIELD FENCE	FEET	200	\$8.00	\$1,600.00	\$4.00	\$800.00	\$4.00	\$800.00
25	RELOCATE FIRE HYDRANT	EACH	1	\$250.00	\$250.00	\$1,300.00	\$1,300.00	\$2,110.00	\$2,110.00
26	RELOCATE WATER METER	EACH	1	\$500.00	\$500.00	\$850.00	\$850.00	\$1,050.00	\$1,050.00
27	TEMPORARY FENCE	FEET	500	\$5.00	\$2,500.00	\$4.80	\$2,400.00	\$4.50	\$2,250.00
28	RECONSTRUCT VALVE BOX	EACH	8	\$500.00	\$4,000.00	\$335.00	\$2,680.00	\$420.00	\$3,360.00
29	RECONSTRUCT MANHOLE	EACH	6	\$800.00	\$4,800.00	\$420.00	\$2,520.00	\$530.00	\$3,180.00
30	RECONSTRUCT ATMS JUNCTION BOX	EACH	1	\$2,000.00	\$2,000.00	\$2,550.00	\$2,550.00	\$2,500.00	\$2,500.00
31	RECONSTRUCT HEADWALL	LUMP	1	\$6,000.00	\$6,000.00	\$1,820.00	\$1,820.00	\$4,000.00	\$4,000.00
32	MODIFY CATCH BASIN	EACH	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00
33	RECONSTRUCT DIVERSION BOX	LUMP	1	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00	\$7,400.00	\$7,400.00
34	RECONSTRUCT CATCH BASIN	EACH	2	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,600.00	\$5,200.00
35	12 INCH RCP CLASS C	FEET	70	\$40.00	\$2,800.00	\$37.40	\$2,618.00	\$40.00	\$2,800.00
36	18 INCH RCP CLASS C	FEET	1,200	\$50.00	\$60,000.00	\$33.60	\$40,320.00	\$42.00	\$50,400.00
37	48 INCH RCP CLASS C	FEET	8	\$150.00	\$1,200.00	\$112.40	\$899.20	\$150.00	\$1,200.00
38	66 INCH RCP CLASS C	FEET	310	\$225.00	\$69,750.00	\$205.60	\$63,736.00	\$210.00	\$65,100.00
39	36 INCH HDPE CLASS C	FEET	210	\$80.00	\$16,800.00	\$68.50	\$14,385.00	\$53.00	\$11,130.00

**BID TABULATION**  
**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT**  
**INQUIRY NO. 16-0001**

Bid Date: Thursday, February 18, 2016; 2:00 p.m.

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Interstate Rock Products		Dry Creek Structures	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
(Cont'd)									
40	60 INCH HDPE CLASS C 7 FOOT X 3 FOOT (INSIDE DIMENSION)	FEET	5	\$100.00	\$500.00	\$678.00	\$3,390.00	\$530.00	\$2,650.00
41	CONCRETE BOX CULVERT	FEET	400	\$300.00	\$120,000.00	\$445.00	\$178,000.00	\$475.00	\$190,000.00
42	STD CURB INLET CATCH BASIN 3' TO 5' TALL	EACH	20	\$3,000.00	\$60,000.00	\$1,762.00	\$35,240.00	\$2,110.00	\$42,200.00
43	3' X 3' DIVERSION BOX 3' TO 5' TALL	EACH	2	\$3,000.00	\$6,000.00	\$1,658.00	\$3,316.00	\$2,110.00	\$4,220.00
44	3' X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,500.00	\$3,500.00	\$1,658.00	\$1,658.00	\$4,200.00	\$4,200.00
45	4'-6" X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,800.00	\$3,800.00	\$2,370.00	\$2,370.00	\$4,800.00	\$4,800.00
46	8' X 4' CURB INLET CATCH BASIN 3' X 5' TALL	EACH	1	\$4,000.00	\$4,000.00	\$3,930.00	\$3,930.00	\$5,800.00	\$5,800.00
47	8' X 4' CURB INLET CATCH BASIN 9' X 11' TALL	EACH	1	\$4,500.00	\$4,500.00	\$19,480.00	\$19,480.00	\$6,000.00	\$6,000.00
48	9' X 4' DIVERSION BOX 5' X 7' TALL	EACH	3	\$4,700.00	\$14,100.00	\$4,100.00	\$12,300.00	\$6,300.00	\$18,900.00
49	9' X 4' DIVERSION BOX 7' X 9' TALL	EACH	1	\$4,900.00	\$4,900.00	\$6,950.00	\$6,950.00	\$6,900.00	\$6,900.00
50	8' X 4' DIVERSION BOX 9' X 11' TALL	EACH	1	\$4,900.00	\$4,900.00	\$7,550.00	\$7,550.00	\$8,000.00	\$8,000.00
51	8' X 4' DIVERSION BOX 11' X 13' TALL	EACH	1	\$5,200.00	\$5,200.00	\$7,620.00	\$7,620.00	\$8,000.00	\$8,000.00
52	UNTREATED BASE COURSE	CU YD	2,600	\$40.00	\$104,000.00	\$25.95	\$67,470.00	\$30.00	\$78,000.00
53	DENSE-GRADED ASPHALT 3/4" NR (AC-20)	TON	3,100	\$85.00	\$263,500.00	\$66.70	\$175,770.00	\$70.00	\$217,000.00
54	CONCRETE CURB & GUTTER TYPE HB30-7	FEET	6,500	\$15.00	\$97,500.00	\$11.80	\$76,700.00	\$16.00	\$104,000.00
55	PEDESTRIAN ACCESS RAMP	EACH	6	\$3,000.00	\$18,000.00	\$1,370.00	\$8,220.00	\$1,000.00	\$6,000.00
56	CONCRETE SIDEWALK	SQ FT	27,500	\$4.50	\$123,750.00	\$3.50	\$96,250.00	\$3.00	\$82,500.00
57	CONCRETE FLARED DRIVEWAY (7 INCH THICK)	SQ FT	250	\$7.00	\$1,750.00	\$6.50	\$1,625.00	\$5.50	\$1,375.00
58	CONCRETE RETAINING WALL #1	FEET	300	\$75.00	\$22,500.00	\$154.00	\$46,200.00	\$250.00	\$75,000.00
59	CONCRETE RETAINING WALL #2	FEET	425	\$200.00	\$85,000.00	\$321.00	\$136,425.00	\$350.00	\$148,750.00
60	8 INCH DI WATERLINE	FEET	70	\$35.00	\$2,450.00	\$111.00	\$7,770.00	\$47.00	\$3,290.00
61	24 INCH DI WATERLINE	FEET	110	\$100.00	\$11,000.00	\$184.00	\$20,240.00	\$127.00	\$13,970.00
62	24 INCH X 8 INCH TEE	EACH	1	\$5,000.00	\$5,000.00	\$6,530.00	\$6,530.00	\$6,300.00	\$6,300.00
63	24 INCH BEND (ANY ANGLE)	EACH	3	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$3,200.00	\$9,600.00
64	8 INCH GATE VALVE	EACH	1	\$1,500.00	\$1,500.00	\$1,242.00	\$1,242.00	\$2,300.00	\$2,300.00
65	CONNECTION TO EXISTING 24 INCH DI WATERLINE	EACH	1	\$3,000.00	\$3,000.00	\$4,750.00	\$4,750.00	\$6,300.00	\$6,300.00
66	30 INCH STEEL CASING (1/4 INCH THICK)	FEET	500	\$200.00	\$100,000.00	\$215.00	\$107,500.00	\$120.00	\$60,000.00
67	TRAFFIC SIGNAL SYSTEM	LUMP	1	\$125,000.00	\$125,000.00	\$54,490.00	\$54,490.00	\$52,000.00	\$52,000.00
68	CONCRETE BRIDGE	LUMP	1	\$1,400,000.00	\$1,400,000.00	\$831,675.00	\$831,675.00	\$810,000.00	\$810,000.00
69	DRILLED SHAFTS 36 INCH	FEET	450	\$400.00	\$180,000.00	\$418.00	\$188,100.00	\$250.00	\$112,500.00
70	DRILLED SHAFTS 60 INCH	FEET	180	\$750.00	\$135,000.00	\$546.00	\$98,280.00	\$410.00	\$73,800.00
71	ELECTRICAL WORK BRIDGE	LUMP	1	\$15,000.00	\$15,000.00	\$12,940.00	\$12,940.00	\$12,500.00	\$12,500.00
72	ORNAMENTAL FENCE	LUMP	1	\$25,000.00	\$25,000.00	\$14,520.00	\$14,520.00	\$13,000.00	\$13,000.00
73	LOOSE RIPRAP (6 INCH MINUS)	CU YD	25	\$100.00	\$2,500.00	\$35.00	\$875.00	\$63.00	\$1,575.00
74	LANDSCAPE ROCK (1 INCH MINUS)	CU YD	10	\$100.00	\$1,000.00	\$35.00	\$350.00	\$105.00	\$1,050.00
				Total Estimate:		Total Bid:		Total Bid:	
				\$3,703,775.00		\$2,891,673.30		\$2,905,334.50	



**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT  
INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		JP Excavating		Wadsworth Brothers	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$200,000.00	\$200,000.00	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00
2	TRAFFIC CONTROL	LUMP	1	\$120,000.00	\$120,000.00	\$30,000.00	\$30,000.00	\$90,000.00	\$90,000.00
3	DUST CONTROL AND WATERING	LUMP	1	\$20,000.00	\$20,000.00	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$13,000.00	\$13,000.00
5	ROADWAY EXCAVATION (PLAN QUANTITY)	CU YD	3,600	\$10.00	\$36,000.00	\$5.00	\$18,000.00	\$8.00	\$28,800.00
6	BORROW	CU YD	1,400	\$15.00	\$21,000.00	\$22.00	\$30,800.00	\$26.00	\$36,400.00
7	REMOVE PAVEMENT MARKINGS	FEET	14,000	\$1.00	\$14,000.00	\$1.40	\$19,600.00	\$0.40	\$5,600.00
8	REMOVE PAVEMENT MESSAGE	EACH	10	\$50.00	\$500.00	\$200.00	\$2,000.00	\$120.00	\$1,200.00
9	REMOVE PIPE CULVERT	FEET	100	\$10.00	\$1,000.00	\$6.00	\$600.00	\$10.00	\$1,000.00
10	REMOVE CATCH BASIN	EACH	2	\$500.00	\$1,000.00	\$150.00	\$300.00	\$300.00	\$600.00
11	REMOVE CURB & GUTTER	FEET	550	\$5.00	\$2,750.00	\$2.00	\$1,100.00	\$4.20	\$2,310.00
12	REMOVE SIGN	EACH	7	\$150.00	\$1,050.00	\$25.00	\$175.00	\$100.00	\$700.00
13	REMOVE CRASH CUSHION	EACH	2	\$1,000.00	\$2,000.00	\$200.00	\$400.00	\$1,000.00	\$2,000.00
14	REMOVE CONCRETE BARRIER	FEET	820	\$15.00	\$12,300.00	\$2.80	\$2,296.00	\$6.00	\$4,920.00
15	REMOVE BRIDGE	LUMP	1	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
16	REMOVE WINGWALL	LUMP	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
17	REMOVE GUARDRAIL	FEET	875	\$3.00	\$2,625.00	\$3.00	\$2,625.00	\$5.00	\$4,375.00
18	REMOVE TREE	EACH	6	\$300.00	\$1,800.00	\$425.00	\$2,550.00	\$350.00	\$2,100.00
19	RELOCATE SIGN	EACH	11	\$200.00	\$2,200.00	\$75.00	\$825.00	\$200.00	\$2,200.00
20	RELOCATE AIR/VAC VENT PIPE	EACH	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
21	RELOCATE STEEL PIPE FENCE	FEET	300	\$20.00	\$6,000.00	\$18.00	\$5,400.00	\$15.00	\$4,500.00
22	RELOCATE IRRIGATION SYSTEM	LUMP	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
23	RELOCATE PVC FENCE	FEET	200	\$15.00	\$3,000.00	\$7.00	\$1,400.00	\$10.00	\$2,000.00
24	RELOCATE FIELD FENCE	FEET	200	\$8.00	\$1,600.00	\$2.00	\$400.00	\$6.00	\$1,200.00
25	RELOCATE FIRE HYDRANT	EACH	1	\$250.00	\$250.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00
26	RELOCATE WATER METER	EACH	1	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
27	TEMPORARY FENCE	FEET	500	\$5.00	\$2,500.00	\$1.50	\$750.00	\$5.00	\$2,500.00
28	RECONSTRUCT VALVE BOX	EACH	8	\$500.00	\$4,000.00	\$350.00	\$2,800.00	\$450.00	\$3,600.00
29	RECONSTRUCT MANHOLE	EACH	6	\$800.00	\$4,800.00	\$400.00	\$2,400.00	\$600.00	\$3,600.00
30	RECONSTRUCT ATMS JUNCTION BOX	EACH	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
31	RECONSTRUCT HEADWALL	LUMP	1	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$8,500.00	\$8,500.00
32	MODIFY CATCH BASIN	EACH	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00
33	RECONSTRUCT DIVERSION BOX	LUMP	1	\$6,000.00	\$6,000.00	\$6,400.00	\$6,400.00	\$8,500.00	\$8,500.00
34	RECONSTRUCT CATCH BASIN	EACH	2	\$1,500.00	\$3,000.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00
35	12 INCH RCP CLASS C	FEET	70	\$40.00	\$2,800.00	\$36.00	\$2,520.00	\$40.00	\$2,800.00
36	18 INCH RCP CLASS C	FEET	1,200	\$50.00	\$60,000.00	\$39.00	\$46,800.00	\$45.00	\$54,000.00
37	48 INCH RCP CLASS C	FEET	8	\$150.00	\$1,200.00	\$150.00	\$1,200.00	\$150.00	\$1,200.00
38	66 INCH RCP CLASS C	FEET	310	\$225.00	\$69,750.00	\$200.00	\$62,000.00	\$210.00	\$65,100.00
39	36 INCH HDPE CLASS C	FEET	210	\$80.00	\$16,800.00	\$49.00	\$10,290.00	\$60.00	\$12,600.00

**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT**

INQUIRY NO. 16-0001

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		JP Excavating		Wadsworth Brothers	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
(Cont'd)									
40	60 INCH HDPE CLASS C 7 FOOT X 3 FOOT (INSIDE DIMENSION)	FEET	5	\$100.00	\$500.00	\$500.00	\$2,500.00	\$530.00	\$2,650.00
41	CONCRETE BOX CULVERT	FEET	400	\$300.00	\$120,000.00	\$430.00	\$172,000.00	\$500.00	\$200,000.00
42	STD CURB INLET CATCH BASIN 3' TO 5' TALL	EACH	20	\$3,000.00	\$60,000.00	\$1,900.00	\$38,000.00	\$2,200.00	\$44,000.00
43	3' X 3' DIVERSION BOX 3' TO 5' TALL	EACH	2	\$3,000.00	\$6,000.00	\$1,800.00	\$3,600.00	\$2,300.00	\$4,600.00
44	3' X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,500.00	\$3,500.00	\$1,900.00	\$1,900.00	\$4,100.00	\$4,100.00
45	4'-6" X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00	\$4,800.00	\$4,800.00
46	8' X 4' CURB INLET CATCH BASIN 3' X 5' TALL	EACH	1	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00	\$5,800.00	\$5,800.00
47	8' X 4' CURB INLET CATCH BASIN 9' X 11' TALL	EACH	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00	\$5,900.00	\$5,900.00
48	9' X 4' DIVERSION BOX 5' X 7' TALL	EACH	3	\$4,700.00	\$14,100.00	\$4,700.00	\$14,100.00	\$6,300.00	\$18,900.00
49	9' X 4' DIVERSION BOX 7' X 9' TALL	EACH	1	\$4,900.00	\$4,900.00	\$6,300.00	\$6,300.00	\$7,000.00	\$7,000.00
50	8' X 4' DIVERSION BOX 9' X 11' TALL	EACH	1	\$4,900.00	\$4,900.00	\$7,300.00	\$7,300.00	\$8,000.00	\$8,000.00
51	8' X 4' DIVERSION BOX 11' X 13' TALL	EACH	1	\$5,200.00	\$5,200.00	\$7,300.00	\$7,300.00	\$8,000.00	\$8,000.00
52	UNTREATED BASE COURSE	CU YD	2,600	\$40.00	\$104,000.00	\$25.00	\$65,000.00	\$26.00	\$67,600.00
53	DENSE-GRADED ASPHALT 3/4" NR (AC-20)	TON	3,100	\$85.00	\$263,500.00	\$69.00	\$213,900.00	\$72.00	\$223,200.00
54	CONCRETE CURB & GUTTER TYPE HB30-7	FEET	6,500	\$15.00	\$97,500.00	\$12.00	\$78,000.00	\$12.60	\$81,900.00
55	PEDESTRIAN ACCESS RAMP	EACH	6	\$3,000.00	\$18,000.00	\$1,100.00	\$6,600.00	\$1,300.00	\$7,800.00
56	CONCRETE SIDEWALK	SQ FT	27,500	\$4.50	\$123,750.00	\$3.60	\$99,000.00	\$3.50	\$96,250.00
57	CONCRETE FLARED DRIVEWAY (7 INCH THICK)	SQ FT	250	\$7.00	\$1,750.00	\$8.50	\$2,125.00	\$6.00	\$1,500.00
58	CONCRETE RETAINING WALL #1	FEET	300	\$75.00	\$22,500.00	\$270.00	\$81,000.00	\$230.00	\$69,000.00
59	CONCRETE RETAINING WALL #2	FEET	425	\$200.00	\$85,000.00	\$340.00	\$144,500.00	\$350.00	\$148,750.00
60	8 INCH DI WATERLINE	FEET	70	\$35.00	\$2,450.00	\$43.00	\$3,010.00	\$50.00	\$3,500.00
61	24 INCH DI WATERLINE	FEET	110	\$100.00	\$11,000.00	\$108.00	\$11,880.00	\$130.00	\$14,300.00
62	24 INCH X 8 INCH TEE	EACH	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
63	24 INCH BEND (ANY ANGLE)	EACH	3	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00
64	8 INCH GATE VALVE	EACH	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00
65	CONNECTION TO EXISTING 24 INCH DI WATERLINE	EACH	1	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
66	30 INCH STEEL CASING (1/4 INCH THICK)	FEET	500	\$200.00	\$100,000.00	\$140.00	\$70,000.00	\$190.00	\$95,000.00
67	TRAFFIC SIGNAL SYSTEM	LUMP	1	\$125,000.00	\$125,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
68	CONCRETE BRIDGE	LUMP	1	\$1,400,000.00	\$1,400,000.00	\$985,000.00	\$985,000.00	\$850,000.00	\$850,000.00
69	DRILLED SHAFTS 36 INCH	FEET	450	\$400.00	\$180,000.00	\$290.00	\$130,500.00	\$325.00	\$146,250.00
70	DRILLED SHAFTS 60 INCH	FEET	180	\$750.00	\$135,000.00	\$760.00	\$136,800.00	\$600.00	\$108,000.00
71	ELECTRICAL WORK BRIDGE	LUMP	1	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
72	ORNAMENTAL FENCE	LUMP	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
73	LOOSE RIPRAP (6 INCH MINUS)	CU YD	25	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00
74	LANDSCAPE ROCK (1 INCH MINUS)	CU YD	10	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$130.00	\$1,300.00
Total Estimate:				\$3,703,775.00		Total Bid:		Total Bid:	
						\$2,999,546.00		\$3,098,105.00	

**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT**

**INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Meadow Valley / ACC SW		B. Hansen Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$200,000.00	\$200,000.00	\$178,000.00	\$178,000.00	\$100,000.00	\$100,000.00
2	TRAFFIC CONTROL	LUMP	1	\$120,000.00	\$120,000.00	\$79,000.00	\$79,000.00	\$100,000.00	\$100,000.00
3	DUST CONTROL AND WATERING	LUMP	1	\$20,000.00	\$20,000.00	\$58,400.00	\$58,400.00	\$45,660.00	\$45,660.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$5,000.00	\$5,000.00	\$5,990.00	\$5,990.00	\$10,000.00	\$10,000.00
5	ROADWAY EXCAVATION (PLAN QUANTITY)	CU YD	3,600	\$10.00	\$36,000.00	\$7.40	\$26,640.00	\$4.00	\$14,400.00
6	BORROW	CU YD	1,400	\$15.00	\$21,000.00	\$24.50	\$34,300.00	\$13.00	\$18,200.00
7	REMOVE PAVEMENT MARKINGS	FEET	14,000	\$1.00	\$14,000.00	\$1.50	\$21,000.00	\$1.20	\$16,800.00
8	REMOVE PAVEMENT MESSAGE	EACH	10	\$50.00	\$500.00	\$198.00	\$1,980.00	\$175.00	\$1,750.00
9	REMOVE PIPE CULVERT	FEET	100	\$10.00	\$1,000.00	\$24.00	\$2,400.00	\$20.00	\$2,000.00
10	REMOVE CATCH BASIN	EACH	2	\$500.00	\$1,000.00	\$913.00	\$1,826.00	\$500.00	\$1,000.00
11	REMOVE CURB & GUTTER	FEET	550	\$5.00	\$2,750.00	\$4.80	\$2,640.00	\$4.00	\$2,200.00
12	REMOVE SIGN	EACH	7	\$150.00	\$1,050.00	\$46.50	\$325.50	\$150.00	\$1,050.00
13	REMOVE CRASH CUSHION	EACH	2	\$1,000.00	\$2,000.00	\$695.00	\$1,390.00	\$2,000.00	\$4,000.00
14	REMOVE CONCRETE BARRIER	FEET	820	\$15.00	\$12,300.00	\$5.50	\$4,510.00	\$4.00	\$3,280.00
15	REMOVE BRIDGE	LUMP	1	\$100,000.00	\$100,000.00	\$66,100.00	\$66,100.00	\$120,000.00	\$120,000.00
16	REMOVE WINGWALL	LUMP	1	\$2,500.00	\$2,500.00	\$3,790.00	\$3,790.00	\$3,500.00	\$3,500.00
17	REMOVE GUARDRAIL	FEET	875	\$3.00	\$2,625.00	\$5.00	\$4,375.00	\$2.00	\$1,750.00
18	REMOVE TREE	EACH	6	\$300.00	\$1,800.00	\$1,020.00	\$6,120.00	\$1,000.00	\$6,000.00
19	RELOCATE SIGN	EACH	11	\$200.00	\$2,200.00	\$59.50	\$654.50	\$200.00	\$2,200.00
20	RELOCATE AIR/VAC VENT PIPE	EACH	1	\$500.00	\$500.00	\$456.00	\$456.00	\$2,000.00	\$2,000.00
21	RELOCATE STEEL PIPE FENCE	FEET	300	\$20.00	\$6,000.00	\$24.50	\$7,350.00	\$15.00	\$4,500.00
22	RELOCATE IRRIGATION SYSTEM	LUMP	1	\$4,000.00	\$4,000.00	\$1,550.00	\$1,550.00	\$8,000.00	\$8,000.00
23	RELOCATE PVC FENCE	FEET	200	\$15.00	\$3,000.00	\$21.00	\$4,200.00	\$8.00	\$1,600.00
24	RELOCATE FIELD FENCE	FEET	200	\$8.00	\$1,600.00	\$9.20	\$1,840.00	\$4.25	\$850.00
25	RELOCATE FIRE HYDRANT	EACH	1	\$250.00	\$250.00	\$1,650.00	\$1,650.00	\$1,500.00	\$1,500.00
26	RELOCATE WATER METER	EACH	1	\$500.00	\$500.00	\$1,080.00	\$1,080.00	\$850.00	\$850.00
27	TEMPORARY FENCE	FEET	500	\$5.00	\$2,500.00	\$7.60	\$3,800.00	\$5.00	\$2,500.00
28	RECONSTRUCT VALVE BOX	EACH	8	\$500.00	\$4,000.00	\$579.00	\$4,632.00	\$500.00	\$4,000.00
29	RECONSTRUCT MANHOLE	EACH	6	\$800.00	\$4,800.00	\$839.00	\$5,034.00	\$850.00	\$5,100.00
30	RECONSTRUCT ATMS JUNCTION BOX	EACH	1	\$2,000.00	\$2,000.00	\$2,620.00	\$2,620.00	\$2,500.00	\$2,500.00
31	RECONSTRUCT HEADWALL	LUMP	1	\$6,000.00	\$6,000.00	\$15,700.00	\$15,700.00	\$8,000.00	\$8,000.00
32	MODIFY CATCH BASIN	EACH	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
33	RECONSTRUCT DIVERSION BOX	LUMP	1	\$6,000.00	\$6,000.00	\$10,700.00	\$10,700.00	\$5,000.00	\$5,000.00
34	RECONSTRUCT CATCH BASIN	EACH	2	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00
35	12 INCH RCP CLASS C	FEET	70	\$40.00	\$2,800.00	\$44.00	\$3,080.00	\$38.00	\$2,660.00
36	18 INCH RCP CLASS C	FEET	1,200	\$50.00	\$60,000.00	\$37.50	\$45,000.00	\$45.00	\$54,000.00
37	48 INCH RCP CLASS C	FEET	8	\$150.00	\$1,200.00	\$160.00	\$1,280.00	\$225.00	\$1,800.00
38	66 INCH RCP CLASS C	FEET	310	\$225.00	\$69,750.00	\$200.00	\$62,000.00	\$205.00	\$63,550.00
39	36 INCH HDPE CLASS C	FEET	210	\$80.00	\$16,800.00	\$50.50	\$10,605.00	\$225.00	\$47,250.00

**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT  
INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Meadow Valley / ACC SW		B. Hansen Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
(Cont'd)									
40	60 INCH HDPE CLASS C 7 FOOT X 3 FOOT (INSIDE DIMENSION)	FEET	5	\$100.00	\$500.00	\$621.00	\$3,105.00	\$300.00	\$1,500.00
41	CONCRETE BOX CULVERT	FEET	400	\$300.00	\$120,000.00	\$482.00	\$192,800.00	\$475.00	\$190,000.00
42	STD CURB INLET CATCH BASIN 3' TO 5' TALL	EACH	20	\$3,000.00	\$60,000.00	\$2,600.00	\$52,000.00	\$2,650.00	\$53,000.00
43	3' X 3' DIVERSION BOX 3' TO 5' TALL	EACH	2	\$3,000.00	\$6,000.00	\$2,330.00	\$4,660.00	\$2,200.00	\$4,400.00
44	3' X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,500.00	\$3,500.00	\$1,190.00	\$1,190.00	\$2,500.00	\$2,500.00
45	4'-6" X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,800.00	\$3,800.00	\$3,440.00	\$3,440.00	\$2,800.00	\$2,800.00
46	8' X 4' CURB INLET CATCH BASIN 3' X 5' TALL	EACH	1	\$4,000.00	\$4,000.00	\$4,520.00	\$4,520.00	\$5,000.00	\$5,000.00
47	8' X 4' CURB INLET CATCH BASIN 9' X 11' TALL	EACH	1	\$4,500.00	\$4,500.00	\$8,410.00	\$8,410.00	\$8,500.00	\$8,500.00
48	9' X 4' DIVERSION BOX 5' X 7' TALL	EACH	3	\$4,700.00	\$14,100.00	\$5,220.00	\$15,660.00	\$20,000.00	\$60,000.00
49	9' X 4' DIVERSION BOX 7' X 9' TALL	EACH	1	\$4,900.00	\$4,900.00	\$7,610.00	\$7,610.00	\$8,000.00	\$8,000.00
50	8' X 4' DIVERSION BOX 9' X 11' TALL	EACH	1	\$4,900.00	\$4,900.00	\$8,270.00	\$8,270.00	\$10,000.00	\$10,000.00
51	8' X 4' DIVERSION BOX 11' X 13' TALL	EACH	1	\$5,200.00	\$5,200.00	\$8,610.00	\$8,610.00	\$11,000.00	\$11,000.00
52	UNTREATED BASE COURSE	CU YD	2,600	\$40.00	\$104,000.00	\$29.50	\$76,700.00	\$48.00	\$124,800.00
53	DENSE-GRADED ASPHALT 3/4" NR (AC-20)	TON	3,100	\$85.00	\$263,500.00	\$77.00	\$238,700.00	\$68.00	\$210,800.00
54	CONCRETE CURB & GUTTER TYPE HB30-7	FEET	6,500	\$15.00	\$97,500.00	\$14.00	\$91,000.00	\$16.00	\$104,000.00
55	PEDESTRIAN ACCESS RAMP	EACH	6	\$3,000.00	\$18,000.00	\$1,400.00	\$8,400.00	\$3,500.00	\$21,000.00
56	CONCRETE SIDEWALK	SQ FT	27,500	\$4.50	\$123,750.00	\$3.60	\$99,000.00	\$4.00	\$110,000.00
57	CONCRETE FLARED DRIVEWAY (7 INCH THICK)	SQ FT	250	\$7.00	\$1,750.00	\$7.30	\$1,825.00	\$6.00	\$1,500.00
58	CONCRETE RETAINING WALL #1	FEET	300	\$75.00	\$22,500.00	\$113.00	\$33,900.00	\$225.00	\$67,500.00
59	CONCRETE RETAINING WALL #2	FEET	425	\$200.00	\$85,000.00	\$342.00	\$145,350.00	\$285.00	\$121,125.00
60	8 INCH DI WATERLINE	FEET	70	\$35.00	\$2,450.00	\$65.50	\$4,585.00	\$50.00	\$3,500.00
61	24 INCH DI WATERLINE	FEET	110	\$100.00	\$11,000.00	\$141.00	\$15,510.00	\$210.00	\$23,100.00
62	24 INCH X 8 INCH TEE	EACH	1	\$5,000.00	\$5,000.00	\$7,340.00	\$7,340.00	\$9,000.00	\$9,000.00
63	24 INCH BEND (ANY ANGLE)	EACH	3	\$3,000.00	\$9,000.00	\$3,260.00	\$9,780.00	\$4,000.00	\$12,000.00
64	8 INCH GATE VALVE	EACH	1	\$1,500.00	\$1,500.00	\$1,760.00	\$1,760.00	\$4,000.00	\$4,000.00
65	CONNECTION TO EXISTING 24 INCH DI WATERLINE	EACH	1	\$3,000.00	\$3,000.00	\$3,870.00	\$3,870.00	\$5,500.00	\$5,500.00
66	30 INCH STEEL CASING (1/4 INCH THICK)	FEET	500	\$200.00	\$100,000.00	\$150.00	\$75,000.00	\$125.00	\$62,500.00
67	TRAFFIC SIGNAL SYSTEM	LUMP	1	\$125,000.00	\$125,000.00	\$56,100.00	\$56,100.00	\$55,000.00	\$55,000.00
68	CONCRETE BRIDGE	LUMP	1	\$1,400,000.00	\$1,400,000.00	\$964,000.00	\$964,000.00	\$1,108,000.00	\$1,108,000.00
69	DRILLED SHAFTS 36 INCH	FEET	450	\$400.00	\$180,000.00	\$559.00	\$251,550.00	\$450.00	\$202,500.00
70	DRILLED SHAFTS 60 INCH	FEET	180	\$750.00	\$135,000.00	\$897.00	\$161,460.00	\$800.00	\$144,000.00
71	ELECTRICAL WORK BRIDGE	LUMP	1	\$15,000.00	\$15,000.00	\$13,300.00	\$13,300.00	\$13,000.00	\$13,000.00
72	ORNAMENTAL FENCE	LUMP	1	\$25,000.00	\$25,000.00	\$12,200.00	\$12,200.00	\$10,000.00	\$10,000.00
73	LOOSE RIPRAP (6 INCH MINUS)	CU YD	25	\$100.00	\$2,500.00	\$118.00	\$2,950.00	\$25.00	\$625.00
74	LANDSCAPE ROCK (1 INCH MINUS)	CU YD	10	\$100.00	\$1,000.00	\$147.00	\$1,470.00	\$40.00	\$400.00
Total Estimate:				\$3,703,775.00	Total Bid:	\$3,271,943.00		Total Bid:	\$3,444,000.00

**BID TABULATION**

**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT  
INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Vancon, Inc.		Progressive Contracting	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$200,000.00	\$200,000.00	\$250,000.00	\$250,000.00	\$302,760.00	\$302,760.00
2	TRAFFIC CONTROL	LUMP	1	\$120,000.00	\$120,000.00	\$50,000.00	\$50,000.00	\$62,640.00	\$62,640.00
3	DUST CONTROL AND WATERING	LUMP	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$26,100.00	\$26,100.00
4	ENVIRONMENTAL PROTECTION	LUMP	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,772.00	\$7,772.00
5	ROADWAY EXCAVATION (PLAN QUANTITY)	CU YD	3,600	\$10.00	\$36,000.00	\$17.00	\$61,200.00	\$23.20	\$83,520.00
6	BORROW	CU YD	1,400	\$15.00	\$21,000.00	\$30.00	\$42,000.00	\$21.90	\$30,660.00
7	REMOVE PAVEMENT MARKINGS	FEET	14,000	\$1.00	\$14,000.00	\$1.75	\$24,500.00	\$1.57	\$21,980.00
8	REMOVE PAVEMENT MESSAGE	EACH	10	\$50.00	\$500.00	\$225.00	\$2,250.00	\$203.00	\$2,030.00
9	REMOVE PIPE CULVERT	FEET	100	\$10.00	\$1,000.00	\$12.00	\$1,200.00	\$9.28	\$928.00
10	REMOVE CATCH BASIN	EACH	2	\$500.00	\$1,000.00	\$350.00	\$700.00	\$464.00	\$928.00
11	REMOVE CURB & GUTTER	FEET	550	\$5.00	\$2,750.00	\$5.00	\$2,750.00	\$1.57	\$863.50
12	REMOVE SIGN	EACH	7	\$150.00	\$1,050.00	\$75.00	\$525.00	\$180.96	\$1,266.72
13	REMOVE CRASH CUSHION	EACH	2	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,392.00	\$2,784.00
14	REMOVE CONCRETE BARRIER	FEET	820	\$15.00	\$12,300.00	\$4.00	\$3,280.00	\$61.48	\$50,413.60
15	REMOVE BRIDGE	LUMP	1	\$100,000.00	\$100,000.00	\$85,000.00	\$85,000.00	\$139,200.00	\$139,200.00
16	REMOVE WINGWALL	LUMP	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$9,280.00	\$9,280.00
17	REMOVE GUARDRAIL	FEET	875	\$3.00	\$2,625.00	\$6.00	\$5,250.00	\$61.48	\$53,795.00
18	REMOVE TREE	EACH	6	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$232.00	\$1,392.00
19	RELOCATE SIGN	EACH	11	\$200.00	\$2,200.00	\$300.00	\$3,300.00	\$522.00	\$5,742.00
20	RELOCATE AIR/VAC VENT PIPE	EACH	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$666.05	\$666.05
21	RELOCATE STEEL PIPE FENCE	FEET	300	\$20.00	\$6,000.00	\$12.00	\$3,600.00	\$15.23	\$4,569.00
22	RELOCATE IRRIGATION SYSTEM	LUMP	1	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$6,960.00	\$6,960.00
23	RELOCATE PVC FENCE	FEET	200	\$15.00	\$3,000.00	\$8.00	\$1,600.00	\$8.58	\$1,716.00
24	RELOCATE FIELD FENCE	FEET	200	\$8.00	\$1,600.00	\$2.50	\$500.00	\$2.85	\$570.00
25	RELOCATE FIRE HYDRANT	EACH	1	\$250.00	\$250.00	\$400.00	\$400.00	\$2,210.25	\$2,210.25
26	RELOCATE WATER METER	EACH	1	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$1,078.22	\$1,078.22
27	TEMPORARY FENCE	FEET	500	\$5.00	\$2,500.00	\$2.50	\$1,250.00	\$5.06	\$2,530.00
28	RECONSTRUCT VALVE BOX	EACH	8	\$500.00	\$4,000.00	\$300.00	\$2,400.00	\$540.27	\$4,322.16
29	RECONSTRUCT MANHOLE	EACH	6	\$800.00	\$4,800.00	\$500.00	\$3,000.00	\$1,856.30	\$11,137.80
30	RECONSTRUCT ATMS JUNCTION BOX	EACH	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,856.94	\$2,856.94
31	RECONSTRUCT HEADWALL	LUMP	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$1,508.00	\$1,508.00
32	MODIFY CATCH BASIN	EACH	1	\$500.00	\$500.00	\$500.00	\$500.00	\$2,900.00	\$2,900.00
33	RECONSTRUCT DIVERSION BOX	LUMP	1	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$1,740.00	\$1,740.00
34	RECONSTRUCT CATCH BASIN	EACH	2	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$2,900.00	\$5,800.00
35	12 INCH RCP CLASS C	FEET	70	\$40.00	\$2,800.00	\$98.00	\$6,860.00	\$59.94	\$4,195.80
36	18 INCH RCP CLASS C	FEET	1,200	\$50.00	\$60,000.00	\$51.00	\$61,200.00	\$71.80	\$86,160.00
37	48 INCH RCP CLASS C	FEET	8	\$150.00	\$1,200.00	\$310.00	\$2,480.00	\$264.35	\$2,114.80
38	66 INCH RCP CLASS C	FEET	310	\$225.00	\$69,750.00	\$333.00	\$103,230.00	\$373.56	\$115,803.60
39	36 INCH HDPE CLASS C	FEET	210	\$80.00	\$16,800.00	\$63.00	\$13,230.00	\$103.57	\$21,749.70

**BID TABULATION**  
**RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT**  
**INQUIRY NO. 16-0001**

**Bid Date: Thursday, February 18, 2016; 2:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		Vancon, Inc.		Progressive Contracting	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
(Cont'd)									
40	60 INCH HDPE CLASS C 7 FOOT X 3 FOOT (INSIDE DIMENSION)	FEET	5	\$100.00	\$500.00	\$1,200.00	\$6,000.00	\$227.00	\$1,135.00
41	CONCRETE BOX CULVERT	FEET	400	\$300.00	\$120,000.00	\$600.00	\$240,000.00	\$652.75	\$261,100.00
42	STD CURB INLET CATCH BASIN 3' TO 5' TALL	EACH	20	\$3,000.00	\$60,000.00	\$2,500.00	\$50,000.00	\$3,261.47	\$65,229.40
43	3' X 3' DIVERSION BOX 3' TO 5' TALL	EACH	2	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,151.40	\$6,302.80
44	3' X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,500.00	\$3,500.00	\$2,100.00	\$2,100.00	\$2,931.12	\$2,931.12
45	4'-6" X 3' DIVERSION BOX 5' TO 7' TALL	EACH	1	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00	\$4,832.87	\$4,832.87
46	8' X 4' CURB INLET CATCH BASIN 3' X 5' TALL	EACH	1	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$7,639.37	\$7,639.37
47	8' X 4' CURB INLET CATCH BASIN 9' X 11' TALL	EACH	1	\$4,500.00	\$4,500.00	\$8,800.00	\$8,800.00	\$12,017.66	\$12,017.66
48	9' X 4' DIVERSION BOX 5' X 7' TALL	EACH	3	\$4,700.00	\$14,100.00	\$6,000.00	\$18,000.00	\$12,017.66	\$36,052.98
49	9' X 4' DIVERSION BOX 7' X 9' TALL	EACH	1	\$4,900.00	\$4,900.00	\$8,100.00	\$8,100.00	\$11,511.83	\$11,511.83
50	8' X 4' DIVERSION BOX 9' X 11' TALL	EACH	1	\$4,900.00	\$4,900.00	\$8,800.00	\$8,800.00	\$12,749.68	\$12,749.68
51	8' X 4' DIVERSION BOX 11' X 13' TALL	EACH	1	\$5,200.00	\$5,200.00	\$9,000.00	\$9,000.00	\$12,221.21	\$12,221.21
52	UNTREATED BASE COURSE	CU YD	2,600	\$40.00	\$104,000.00	\$42.00	\$109,200.00	\$28.71	\$74,646.00
53	DENSE-GRADED ASPHALT 3/4" NR (AC-20)	TON	3,100	\$85.00	\$263,500.00	\$84.00	\$260,400.00	\$69.96	\$216,876.00
54	CONCRETE CURB & GUTTER TYPE HB30-7	FEET	6,500	\$15.00	\$97,500.00	\$17.50	\$113,750.00	\$13.31	\$86,515.00
55	PEDESTRIAN ACCESS RAMP	EACH	6	\$3,000.00	\$18,000.00	\$1,300.00	\$7,800.00	\$1,328.20	\$7,969.20
56	CONCRETE SIDEWALK	SQ FT	27,500	\$4.50	\$123,750.00	\$5.00	\$137,500.00	\$3.70	\$101,750.00
57	CONCRETE FLARED DRIVEWAY (7 INCH THICK)	SQ FT	250	\$7.00	\$1,750.00	\$8.00	\$2,000.00	\$5.44	\$1,360.00
58	CONCRETE RETAINING WALL #1	FEET	300	\$75.00	\$22,500.00	\$206.00	\$61,800.00	\$269.77	\$80,931.00
59	CONCRETE RETAINING WALL #2	FEET	425	\$200.00	\$85,000.00	\$414.00	\$175,950.00	\$364.00	\$154,700.00
60	8 INCH DI WATERLINE	FEET	70	\$35.00	\$2,450.00	\$100.00	\$7,000.00	\$87.29	\$6,110.30
61	24 INCH DI WATERLINE	FEET	110	\$100.00	\$11,000.00	\$220.00	\$24,200.00	\$172.48	\$18,972.80
62	24 INCH X 8 INCH TEE	EACH	1	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$10,240.29	\$10,240.29
63	24 INCH BEND (ANY ANGLE)	EACH	3	\$3,000.00	\$9,000.00	\$3,700.00	\$11,100.00	\$6,020.59	\$18,061.77
64	8 INCH GATE VALVE	EACH	1	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,100.98	\$2,100.98
65	CONNECTION TO EXISTING 24 INCH DI WATERLINE	EACH	1	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$7,630.24	\$7,630.24
66	30 INCH STEEL CASING (1/4 INCH THICK)	FEET	500	\$200.00	\$100,000.00	\$200.00	\$100,000.00	\$322.49	\$161,245.00
67	TRAFFIC SIGNAL SYSTEM	LUMP	1	\$125,000.00	\$125,000.00	\$65,000.00	\$65,000.00	\$61,058.05	\$61,058.05
68	CONCRETE BRIDGE	LUMP	1	\$1,400,000.00	\$1,400,000.00	\$1,100,000.00	\$1,100,000.00	\$1,146,911.72	\$1,146,911.72
69	DRILLED SHAFTS 36 INCH	FEET	450	\$400.00	\$180,000.00	\$414.00	\$186,300.00	\$651.04	\$292,968.00
70	DRILLED SHAFTS 60 INCH	FEET	180	\$750.00	\$135,000.00	\$696.00	\$125,280.00	\$1,137.35	\$204,723.00
71	ELECTRICAL WORK BRIDGE	LUMP	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$13,645.08	\$13,645.08
72	ORNAMENTAL FENCE	LUMP	1	\$25,000.00	\$25,000.00	\$14,000.00	\$14,000.00	\$78.88	\$78.88
73	LOOSE RIPRAP (6 INCH MINUS)	CU YD	25	\$100.00	\$2,500.00	\$128.00	\$3,200.00	\$55.68	\$1,392.00
74	LANDSCAPE ROCK (1 INCH MINUS)	CU YD	10	\$100.00	\$1,000.00	\$140.00	\$1,400.00	\$50.00	\$500.00
				Total Estimate:		Total Bid:		Total Bid:	
				\$3,703,775.00		\$3,689,485.00		\$4,188,752.37	

**DRAFT**Agenda Item Number : **2H**

## Request For Council Action

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**Date Submitted** 2016-02-19 14:49:31**Applicant** Jay Sandberg**Quick Title** Award Contract**Subject** Award Contract for Construction Management services for the River Road/Ft. Pierce Bridge and Roadway Widening Project to Jviation, Inc.**Discussion** The work includes contract management, on-site inspection, surveying, public outreach, and other related work.**Cost** \$234,600**City Manager Recommendation** Part of the River road improvement project. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [River Road CM Signed by Jviation.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [River Road CM Signed by Jviation.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING PROJECT WITH  
JVIATION, INC.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Jviation, Inc., with offices at 35 South 400 West, St. George, Utah 84770 (hereinafter called "CONSULTANT").

**WITNESSETH THAT:**

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide civil engineering services including construction management for the River Road/Fort Pierce Bridge & Roadway Widening Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated February 19, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

**1. EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be



liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue

until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this

agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
  - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or

- subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
    - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
    - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
  - iv. Such policy shall include each of the following coverages:
    - 1. Comprehensive form.
    - 2. Premises - operations.
    - 3. Explosion and collapse hazard.
    - 4. Underground hazard.
    - 5. Product/completed operations hazard.
    - 6. Contractual insurance.
    - 7. Broad form property damage, including completed operations.
    - 8. Independent contractors for vicarious liability.
    - 9. Personal injury.
    - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
  - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
  - iii. If Professional Liability coverages are written on a claims-made form:
    - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
    - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on

each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.



- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George  
175 East 200 North  
St. George, Utah 84770  
Attention: Cameron Cutler, P.E.

CONSULTANT Jviation, Inc.  
35 South 400 West Suite 200  
St. George, Utah 84770  
Attention: Phil Giles, P.E.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a

breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and

conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

OWNER: Aviation, Inc.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

\_\_\_\_\_  
Jeremy K. Lee, P.E.  
Assistant Vice President/Operations

Attest:

Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Paula Houston, Deputy City Attorney

**ATTACHMENT A**

**CONSTRUCTION MANAGEMENT  
WORK PLAN**

**ST. GEORGE CITY**  
**River Road/Fort Pierce Bridge & Roadway**  
**Widening Project**

**CONSTRUCTION MANAGEMENT**  
**WORK PLAN**

**JVIATION, INC.**  
**ST. GEORGE, UTAH**

## **EXECUTIVE SUMMARY**

The City of St. George, Utah has contacted Jviation, Inc. to provide construction management services for the City of St. George; River Road/Fort Pierce Bridge & Roadway Widening Project. This project includes the widening of River Road from Brigham Road to 2450 South, at the Fort Pierce Wash, removal of the existing downstream bridge and construction of a new bridge, and a traffic signal at River Road and Horseman Park Drive. The following items of work will be included in this contract:

1. Schedule and conduct a Pre-Construction/Partnering Conference prior to the commencement of construction.
2. Provide on-site inspection/observation during all phases of construction.
3. Maintain project files and daily inspection reports.
4. Provide construction surveying.
5. Hold weekly construction coordination meetings.
6. Provide Public Outreach
7. Conduct final inspection.
8. Perform project closeout.

**Jviation, Inc. agrees to perform this work for a cost not to exceed \$234,600.00.**

## **CONSTRUCTION MANAGEMENT**

### **GENERAL**

Jviation will administer the contract for the City of St. George on the River Road/Fort Pierce Bridge & Roadway Widening Project. A representative from Jviation will be present at the construction site for construction operations to document conformance with contract plans and specifications. The Resident Engineer will work directly with the contractor in preparing monthly payment estimates for work that has been completed by the contractor. The Resident Engineer will also coordinate and prepare change orders.

### **PRECONSTRUCTION/PARTNERING CONFERENCE**

Jviation will prepare an agenda, schedule and conduct a preconstruction/partnering conference for the project. The Field engineer and resident engineer from Jviation will attend the conference. Others to be invited will include the project manager from the City of St. George, Contractor personnel and others.

### **CONSTRUCTION**

**Construction Observation** - Jviation will provide a qualified inspector for the project. The inspector will be on site (estimated 9 hours/day, 5 days/week) during all phases of work to document that the contractor is in compliance with the plans, contract documents and specifications. The inspector will coordinate quality assurance sampling and testing of materials in accordance with the specifications and Minimum Sampling and Testing Requirements. The inspector will document items such as weather, contractor progress, equipment breakdown, number of contractor personnel working on the project and their positions, equipment working on the project, monitor traffic control daily for compliance to the approved traffic control plans, monitor environmental controls daily for compliance to approved SWPPP and other information that may be deemed important to the project. The resident engineer will be available to answer questions and assist the inspector as necessary. The resident engineer will be on site to monitor the work progress. The resident engineer will prepare monthly pay estimates and deliver them to the City of St. George project manager for approval.

**Construction Surveying** – Jviation will provide construction survey staking per the project specifications. Jviation staking for the bridge structure will be limited to providing the bridge control line including (2) benchmarks to establish vertical and horizontal control for the bridge. The contractor will be responsible for all other survey requirements for bridge construction.

**Weekly Construction Coordination Meeting** – Jviation will facilitate and conduct a weekly construction coordination meeting. This meeting will be to

review construction schedule, changes in work or field conditions, utility coordination, public outreach, project safety and potential change order items.

**Public Outreach** – Jviation will provide graphic design for all mailers, fliers & a website. The website will be updated weekly. We will also work with the City writing the radio script for a 30 second radio ad which will run for the first two weeks of the project (2x's in the am & 2x's in the pm rush hours Mon-Fri) and then one other time before school starts back up. Jviation will respond to complaints as needed.

**Final Inspection** - The resident engineer shall, at substantial completion, arrange and conduct a final inspection of the project. The resident engineer and field engineer will be in attendance as well as City and contractor personnel. A punch list of items to be completed shall be provided to the contractor within two working days after the inspection.

**Project Closeout** - Upon completion of the project the resident engineer will review the project files, produce a final estimate, and prepare as-constructed drawings. Work will be completed upon acceptance of the project by the City of St. George.

**Shop Drawings** - The contractor will submit all shop drawings, required by the specifications, to Jviation who will review all shop drawings for compliance with the plans and specifications. Structural submittals will be reviewed by Construction Structural Engineer for compliance with plans and specifications.

**Materials Testing** - The City of St. George will contract separately with a materials testing company to provide quality assurance materials testing for the project.

**Resident Structural Engineer** – Structural Engineer will review all shop drawings and submittals for the bridge and will inspect the bridge deck, prior to placement of concrete, for compliance to the plans and specifications.

To the best of Jviation, Inc. knowledge, this project has been thoroughly scoped. In activities where questions remain concerning the amount of work required, assumptions were made and noted in the scope of work.

This project will be based on an hourly cost plus direct expenses contract.



**ATTACHMENT B**  
**Estimated Cost**

**St. George City**  
**River Road/Fort Pierce Bridge & Roadway Widening Project**

Inquiry No. 16-0001

**Construction Management Cost Estimate**

Based on a 120 Working Day Contract

Tasks	Resident Engineer	Inspector	Surveyor Crew Chief	Administrative Assistant	Public Outreach	TOTAL
Preconstruction Meeting	8	8	0	2	2	20
Construction Observation	384	984	0	0	0	1368
Construction Surveying	0	0	140	0	0	140
Weekly Construction Coordination Meeting	96	96	0	0	0	192
Public Outreach	0	0	0	5	32	37
Project Management	60	0	0	10	0	70
Final Inspection	4	4	0	0	0	8
Project Closeout	12	0	0	0	0	12
TOTAL MAN HOURS:	564	1092	140	17	34	1847
BILLABLE RATE:	\$140.00	\$105.00	\$80.00	\$65.00	\$195.00	
TOTAL LABOR COSTS:	\$78,960.00	\$114,660.00	\$11,200.00	\$1,105.00	\$6,630.00	\$212,555.00
Total Labor Costs:						\$212,555.00
Miscellaneous Direct Expenses:						\$22,045.00
Total Costs Not Exceed:						\$234,600.00

DIRECT EXPENSES					Total
Item	Quantity	Unit	Unit Cost		
Mileage	7500	Miles @	\$0.56		\$4,200.00
Graphic Design for Postcard, Flyers & Website	1	Lump	\$505.00		\$505.00
Printing, Postage for 5000 Postcards & Fliers	1	Lump	\$3,400.00		\$3,400.00
Radio - 30 second ad for 3 weeks	3	Week	\$1,980.00		\$5,940.00
Radio Mobile App Push Notification	5	Month	\$300.00		\$1,500.00
Structural Resident Engineer	80	Hours	\$75.00		\$6,000.00
Miscellaneous - Survey Hubs, Etc.					\$500.00
TOTAL:					\$22,045.00

**DRAFT**

Agenda Item Number :

**21**

## Request For Council Action

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**Date Submitted** 2016-02-19 15:24:01**Applicant** Jay Sandberg**Quick Title** Award Contract**Subject** Award contract to Landmark Testing and Engineering for testing services for the River Road/Ft. Pierce Bridge and Roadway Widening Project.**Discussion** The work includes testing for concrete walls, structures, and sidewalk; hot mix asphalt and road-base in relation to the roadway widening, new bridge construction, and signal installation.**Cost** \$25,325**City Manager Recommendation** Recommend approval for these services on the River Road project.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Landmark Testing Agreement.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Landmark Testing Agreement.pdf](#)

**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR RIVER ROAD/FORT PIERCE BRIDGE & ROADWAY WIDENING  
WITH LANDMARK TESTING & ENGINEERING**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and (Landmark Testing & Engineering), with offices at 795 East Factory Drive, St. George, UT 84790 (hereinafter called "CONSULTANT").

**WITNESSETH THAT:**

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Construction Materials Testing services including Exhibit A for the River Road/Fort Pierce Bridge & Roadway Widening Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated February 18, 2016, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

**1. EMPLOYMENT OF CONSULTANT.**

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs

associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue

until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this



agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
  - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

- covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
    - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
    - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
  - iv. Such policy shall include each of the following coverages:
    - 1. Comprehensive form.
    - 2. Premises - operations.
    - 3. Explosion and collapse hazard.
    - 4. Underground hazard.
    - 5. Product/completed operations hazard.
    - 6. Contractual insurance.
    - 7. Broad form property damage, including completed operations.
    - 8. Independent contractors for vicarious liability.
    - 9. Personal injury.
    - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
  - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
  - iii. If Professional Liability coverages are written on a claims-made form:
    - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
    - 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage

resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings,

specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
  - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
  - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George  
175 East 200 North  
St. George, Utah 84770  
Attention: (Contact Name)

CONSULTANT Landmark Testing &  
Engineering  
795 East Factory Drive  
St. George, UT 84790  
Attention: Mark Owens

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable

remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Mayor

Attest:

\_\_\_\_\_  
Christina Fernandez, City Recorder

OWNER: Landmark Testing & Engineering

  
\_\_\_\_\_  
Mark Owens, President

Approved as to form:

  
\_\_\_\_\_  
Paula Houston, Deputy City Attorney



## EXHIBIT A

February 17, 2016

City of St. George  
Mr. Tom Skrocki  
175 East 200 North  
St. George, UT 84770

Re: River Road/Fort Pierce Bridge & Roadway Widening  
Construction Materials Testing Services  
Landmark Proposal YP1943

Tom,

Landmark Testing & Engineering is pleased to submit this proposal to provide Construction Materials Testing Services for the River Road/Fort Pierce Bridge & Roadway Widening project. Landmark provided the Geotechnical Investigation report for the engineering design of this project.

We anticipate construction will begin March 21, 2016. All work is to be completed by August 20, 2016.

This project consists of widening River Road from Brigham Road to 2450 South Street. This project will include curb & gutter, sidewalk, concrete retaining walls, untreated base course, drainage pipe & structures, waterline, and hot mix asphalt. A major portion of this project consists of the construction of a new bridge across the Fort Pierce Wash. Our proposed scope of work and services is attached to this document. The estimated costs are based on plan quantities and dimensions, and estimated construction schedule of individual work elements.

We appreciate the opportunity to submit this proposal for your consideration. If you should have any questions regarding the scope of work please feel free to contact our office at (435) 986-0566.

Sincerely,

**LANDMARK TESTING & ENGINEERING**

Mark Owens  
President



**River Road/Fort Pierce Bridge and Roadway Widening Project  
Construction Materials Testing Services**

<b>Estimated Cost Proposal</b>			
<b><u>Roadway Excavation</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Soils Technician Hours	8	\$ 40.00	\$ 320.00
Moisture Density Relationship	2	\$ 108.00	\$ 216.00
<b><u>Borrow</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Soils Technician Hours	6	\$ 40.00	\$ 240.00
Moisture Density Relationship	1	\$ 108.00	\$ 108.00
<b><u>Waterline</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Soils Technician Hours	10	\$ 40.00	\$ 400.00
Moisture Density Relationship	1	\$ 108.00	\$ 108.00
<b><u>Drainage Pipe &amp; Structures</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Soils Technician Hours	58	\$ 40.00	\$ 2,320.00
Moisture Density Relationship	4	\$ 108.00	\$ 432.00
<b><u>Dense-Graded Asphalt</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Asphalt Technician Hours	48	\$ 40.00	\$ 1,920.00
Binder Content & Sieve Analysis	9	\$ 110.00	\$ 990.00
<b><u>Untreated Base Course</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Soils Technician Hours	17	\$ 40.00	\$ 680.00
Moisture Density Relationship	1	\$ 108.00	\$ 108.00
Sieve Analysis	7	\$ 55.00	\$ 385.00
<b><u>Concrete Retaining Walls</u></b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
Concrete Cylinder Compressive Strength (Set of 4)	8	\$ 48.00	\$ 384.00
Concrete Technician Hours	24	\$ 40.00	\$ 960.00
Soils Technician Hours	8	\$ 40.00	\$ 320.00



<u>Sidewalk &amp; Pedestrian Ramps</u>	QTY	RATE	TOTAL
Concrete Cylinder Compressive Strength (Set of 4)	15	\$ 48.00	\$ 720.00
Concrete Technician Hours	45	\$ 40.00	\$ 1,800.00
Sieve Analysis	10	\$ 55.00	\$ 550.00
Soils Technician Hours	12	\$ 40.00	\$ 480.00
<u>Curb &amp; Gutter</u>	QTY	RATE	TOTAL
Concrete Cylinder Compressive Strength (Set of 4)	12	\$ 48.00	\$ 576.00
Concrete Technician Hours	48	\$ 40.00	\$ 1,920.00
Sieve Analysis	6	\$ 55.00	\$ 330.00
Soils Technician Hours	17	\$ 40.00	\$ 680.00
<u>Concrete Bridge</u>	QTY	RATE	TOTAL
Concrete Cylinder Compressive Strength (Set of 4)	41	\$ 48.00	\$ 1,968.00
Concrete Technician Hours	123	\$ 40.00	\$ 4,920.00
Geotechnical Engineer	6	\$ 110.00	\$ 660.00
Project Manager	10	\$ 65.00	\$ 650.00
Administration	6	\$ 30.00	\$ 180.00
<b>Not To Exceed Total</b>			<b>\$ 25,325.00</b>

### Concrete Bridge Breakdown

<u>Description</u>	QTY	Est. Total CU YD	# Sets of Cylinders	Concrete Technician Hours
Bent Caisson	4	139	4	12
Abutment Caisson	10	134	10	30
Type IV Beams	7	284	7	21
Bent Diaphragm	1	21	1	3
Intermediate Diaphragm	4	22	2	6
Abutment Diaphragm	2	118	4	12
Wing Wall	2	13	2	6
Deck	1	272	6	18
Approach Slabs	2	95	2	6
Light Pole Pedestal	3	3	1	3
Parapit Wall	1	28	2	6
<b>Total</b>		<b>41</b>	<b>123</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720		<b>CONTACT</b> Dana Benson NAME: PHONE (A/C, No, Ext): (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: dana-benson@leavitt.com															
<b>INSURED</b> Landmark Testing & Engineering, Inc. 795 East Factory Drive St. George UT 84790		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A American Casualty Company of PA</td><td>20427</td></tr><tr><td>INSURER B American Fire &amp; Casualty</td><td>24066</td></tr><tr><td>INSURER C CNA Insurance Company</td><td>R18313</td></tr><tr><td>INSURER D Workers Comp of Utah</td><td>010033</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A American Casualty Company of PA	20427	INSURER B American Fire & Casualty	24066	INSURER C CNA Insurance Company	R18313	INSURER D Workers Comp of Utah	010033	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER:16-17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	B2024249210	1/3/2016	1/3/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01CI8253401	9/10/2015	9/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B2091670678	1/3/2016	1/3/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	2109396-UTAH	12/21/2015	12/21/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Valuable Papers and Records			B2024249210	1/3/2016	1/3/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: River Road/Fort Pierce Bridge and Roadway Widening Project - Inquiry no. 16-0001, -City of St. George is listed as an additional insured with waiver of subrogation per blanket endorsement on the General Liability, Primary & non-contributory coverage applies, Blanket Waiver of subrogation applies to the workers compensation and Blanket Additional Insured with Waiver of Subrogation applies to the Auto, 30 days cancellation applies

**CERTIFICATE HOLDER****CANCELLATION**

City of St. George 175 E 200 N St. George, UT 84770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dana Benson/DB

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LANDTES-01

CWILCOCK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	<b>CONTACT NAME:</b> Cathy Wilcock <b>PHONE (A/C, No, Ext):</b> (801) 364-3434 662 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Cathy.Wilcock@american-ins.com																					
<b>INSURED</b>  Landmark Testing & Engineering 795 East Factory Drive St. George, UT 84790	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Starr Surplus Lines Ins Co</td><td>13604</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Starr Surplus Lines Ins Co	13604	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability		SLSLPRO26201615	12/10/2015	12/10/2016	Each Claim 2,000,000
A	RetroDate:8/2/1995		SLSLPRO26201615	12/10/2015	12/10/2016	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: River Road/Fort Pierce Bridge and Roadway Widening Project - Inquiry no. 16-0001

## CERTIFICATE HOLDER

## CANCELLATION

City of St. George  
175 East 200 North  
St. George, UT 84770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**DRAFT**Agenda Item Number : **2J**

## Request For Council Action

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**Date Submitted** 2016-02-23 16:32:35**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Bid Award for Millcreek Park**Subject** Millcreek Park

**Discussion** FY 2014 the park facility was designed and construction documents include 9 parking spaces, two family unit restroom, pavilion, playground, grassed open play detention area, natural creek feature, concrete loop trail and irrigated landscape. The anticipated construction start will be mid-March with a completion in mid-August. We received a total of four bids from JP Excavating Inc, Interstate Rock, JMI and Progressive Contracting Inc. JP Excavating had the low bid which included the base bid and Alternate 1 which included a half court basketball area for a total of \$609,081.54. The next lowest bidder for these items was PCI at \$643,775.88. It is proposed that we award J.P. Excavating Inc. the bid for \$609,081.54 for the Millcreek Park construction project.

**Cost** \$609,081.54

**City Manager Recommendation** Recommend award to JP Excavating. Other items for this park will be provided to the contractor by the City. Appears to be under the amount in current budget.

**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments** [2-23-16 BID TABULATION.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

**Additional Comments** FY 2015 the City applied for and received a Land & Water Conservation grant for the project for \$100,000 minus \$4,000 administration costs. The Park Planning Division is purchasing several other items as part of the project to save on supply cost. The cost of some of these items is included in the construction work by the contractor. This project is included in the budget for the amount of \$879,800 and Legal has reviewed the information.

**Attachments** [2-23-16 BID TABULATION.pdf](#)

## PCI

I:\Parks\Millcreek\13 BID PHASE\BID TABULATION\2-23-16 BID TABULATION.xlsx



## MILLCREEK PARK BID TABULATION

ITEM	DESCRIPTION	JP EXCAVATION			INTERSTATE ROCK			JMI		PCI	
		QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
37	Turf Grass Irrigation System (Complete)	41,200	S.F.	0.81	33372	1.00	41,200.00	0.96	39,552.00	0.99	40,788.00
38	Planter Area Irrigation System (Complete)	60,000	S.F.	0.38	22800	0.40	24,000.00	0.51	30,600.00	0.41	24,600.00
39	Wetland Area Irrigation (Complete)	8,500	S.F.	0.81	6885	0.40	3,400.00	0.40	3,400.00	0.41	3,485.00
Please provide Unit Prices for the following:											
--	Badger Meter Flow Sensor, model #IR-220P	N/A	EA	550.00		977.50		514.15		986.00	
--	Rainbird 2" PEB Series Master Valve	N/A	EA	120.00		402.50		254.25		406.00	
--	Rainbird 1 1/2" PEB Series Valve	N/A	EA	120.00		322.00		226.00		324.80	
--	Rainbird 1" PESB Series Valve	N/A	EA	200.00		230.00		214.70		232.00	
--	Rainbird Drip Zone Control Kit, Model #XCZ-PRB-100-Com	N/A	EA	200.00		299.00		237.30		301.60	
--	Signature 1" Quick Coupler	N/A	EA	200.00		149.50		209.05		150.80	
--	KBI 2" Ball Valve	N/A	EA	100.00		143.75		192.10		145.00	
--	Carson Rectangular Irrigation Box	N/A	EA	50.00		74.75		67.80		75.40	
--	Carson 10" Round Irrigation Box	N/A	EA	50.00		46.00		62.15		46.40	
--	KBI 3/4" Drain Valve	N/A	EA	10.00		34.50		54.24		34.80	
--	Rainbird 1806-SAM-PRS Series Pop-up spray	N/A	EA	40.00		9.80		24.86		9.86	
--	Rainbird 5505 SS-NP-22S (Short Radius	N/A	EA	3.00		43.70		21.47		44.08	
--	2" PVC SCH 40 Mainline	N/A	L.F.	3.00		1.90		1.64		1.91	
--	1 1/2" PVC SCH 40 Mainline	N/A	L.F.	3.00		1.70		1.36		1.68	
--	1 1/4" PVC SCH 40 Mainline	N/A	L.F.	3.00		1.60		1.30		1.51	
--	1" PVC SCH 40 Mainline	N/A	L.F.	3.00		1.30		1.19		1.33	
--	3/4" PVC SCH 40 Lateral	N/A	L.F.	3.00		1.15		1.07		1.16	
--	4" Perforated Drain Pipe	N/A	L.F.	10.00		23.00		3.96		6.96	
--	4" Solid Drain Pipe	N/A	L.F.	10.00		23.00		4.52		3.48	
--	4" PVC SCH 40 Sleeve	N/A	L.F.	10.00		5.35		3.39		5.39	
--	2" PVC SCH 40 Sleeve	N/A	L.F.	3.00		2.90		1.64		2.90	
--	1" PVC SCH 40 Sleeve	N/A	L.F.	3.00		2.30		1.19		2.32	
40	Turf Grass Planting	41,200	S.F.	0.81	33,372.00	0.55	22,660.00	0.54	22,248.00	0.56	23,072.00
41	Planter Area Planting	60,000	S.F.	0.50	30,000.00	0.86	51,600.00	1.19	71,400.00	0.87	52,200.00
42	Wetland Area Planting	8,500	S.F.	1.00	8,500.00	0.75	6,375.00	0.73	6,205.00	0.785	6,672.50
--	24" Box Planted Tree	N/A	EA	400.00		333.50		254.25		336.40	
--	15 Gallon Planted Tree	N/A	EA	225.00		143.75		203.40		145.00	
--	Owner Supplied Tree (Installation Only)	N/A	EA	150.00		132.25		129.95		133.40	
--	5 Gallon Planted Shrub	N/A	EA	30.00		17.25		28.25		17.40	
--	1 Gallon Planted Shrub, Perennial, Cactus	N/A	EA	25.00		11.50		15.82		11.60	

## MILLCREEK PARK BID TABULATION

JP EXCAVATION					INTERSTATE ROCK			JMI		PCI	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
--	Rose pot planted wetland species	N/A	EA	25.00		11.50		15.82		11.60	
--	Amended planting soil	N/A	C.Y.	50.00		11.50		15.82		11.60	
--	2" Thick Wood Mulch	N/A	S.F.	0.75		27.60		0.88		27.84	
--	2" Thick Rock Mulch	N/A	S.F.	0.75		0.75		0.89		0.75	
--	3"-4" Rock Cobble	N/A	C.Y.	75.00		0.80		96.05		0.81	
--	4-6' Boulders	N/A	EA	200.00		69.00		101.70		69.60	
				TOTAL BASE BID		584,259.54	686,404.40		763,026.89		629,798.42
							768,089.00		762,776.72		
ADDITIVE ALTERNATE #1 Basketball half court											
1	Post-Tensioned Concrete Court with Base	1191	S.F.	17.00	20,247.00	8.50	10,123.50	11.36	13,529.76	8.06	9,599.46
2	Staking	1	L.S.	600.00	600.00	940.00	940.00	621.50	621.50	348.00	348.00
3	Standard Sidewalk with Base	475	S.F.	5.00	2,375.00	3.60	1,710.00	4.63	2,199.25	3.60	1,710.00
4	Basketball Stanchion and Hoop (installation	1	EA	600.00	600.00	1,500.00	1,500.00	2,034.00	2,034.00	1,624.00	1,624.00
5	Court Striping	1	L.S.	1,000.00	1,000.00	575.00	575.00	3.96	1,190.46	696.00	696.00
				TOTAL ADDITIVE ALTERNATE #1			14,848.50		19,574.97		13,977.46
ADDITIVE ALTERNATE #2 Amphitheater											
1	Concrete Seatwall with Base	251	L.F.	100.00	25,100.00	205.00	51,455.00	126.56	31,766.56	99.76	25,039.76
2	Red Chat	4	C.Y.	65.00	260.00	109.25	437.00	90.40	361.60	110.20	440.80
3	4" Drainline	251	L.F.	15.00	3,765.00	23.00	5,773.00	10.17	2,552.67	13.92	3,493.92
4	6" Landscape Curb	78	L.F.	7.00	546.00	9.95	776.10	6.89	537.42	7.08	552.24
5	Concrete Stairs	1	L.S.	3,000.00	3,000.00	5,750.00	5,750.00	3,164.00	3,164.00	3,248.00	3,248.00
				TOTAL ADDITIVE ALTERNATE #2			64,191.10		38,382.25		32,774.72
ADDITIVE ALTERNATE #3 Natural Trail											
1	Red Chat	23	C.Y.	80.00	1,840.00	115.00	2,645.00	90.40	2079.2	116.00	2,668.00
				TOTAL ADDITIVE ALTERNATE #3			2,645.00		2079.2		2,668.00
				TOTAL BASE BID +ADDITIVE ALTERNATE #1 + ADDITIVE ALTERNATE #2 + ADDITIVE ALTERNATE #3			768,089.00		823,063.31		679,218.60
							849,773.60		822,810.63		



**DRAFT**Agenda Item Number : **2K**

## Request For Council Action

---

**Date Submitted** 2016-02-23 16:34:12**Applicant** Jeff Peay - Park Planning Manager**Quick Title** RFP Award â€" Millcreek Park Shade**Subject** Millcreek Park

**Discussion** A request for proposal (RFP) was distributed for playground shade over the Kompan playground equipment. We received a total of five proposals; the RFPs were reviewed for material type, delivery schedule, installation costs and overall pricing. Proposals were received with a range of \$41,381 to \$132,300 in cost. Park Planning is currently reviewing the information and will be updating with a recommendation soon.

**Cost** \$0.00

**City Manager Recommendation** Another placeholder for Millcreek park with numbers coming in tomorrow. More info later.

**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **2L**

## Request For Council Action

---

**Date Submitted** 2016-02-23 16:35:58**Applicant** Jeff Peay - Park Planning Manager**Quick Title** RFP Award â€" Millcreek Park Surfacing**Subject** Millcreek Park Playground Surfacing

**Discussion** A request for proposal (RFP) was distributed for playground safety surfacing under the Kompan playground equipment. We received a total of five proposals with a price range of \$51,966.36 to \$81,286.55. The RFPs were reviewed for material type, delivery schedule, installation costs and overall pricing. Park Planning is currently doing additional reference checks and due diligence related to the information provided by the suppliers and will be updating this information with a recommendation soon.

**Cost** \$0.00

**City Manager Recommendation** Don't have numbers yet as they are due tomorrow so more info later on this placeholder.

**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**DRAFT**Agenda Item Number : **2M**

## Request For Council Action

---

**Date Submitted** 2016-02-23 16:29:51**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Proposal Award â€" All Abilities Park Playground â€" Treehouse a**Subject** All Abilities Park Playground â€" Treehouse and Fort

**Discussion** On January 31 and February 3 the RFP for the All Abilities Park Playground â€" Treehouse and Fort was advertised and sent to local playground representatives. Proposals were due on February 18, 2016. Four different companies submitted proposals. Each company was rated according to the RFP requirements. The company that proposed the highest ranking Treehouse and Fort is Great Western Park & Playground. It is proposed that we award Great Western Park & Playground in the amount of \$229,975.00 for this project.

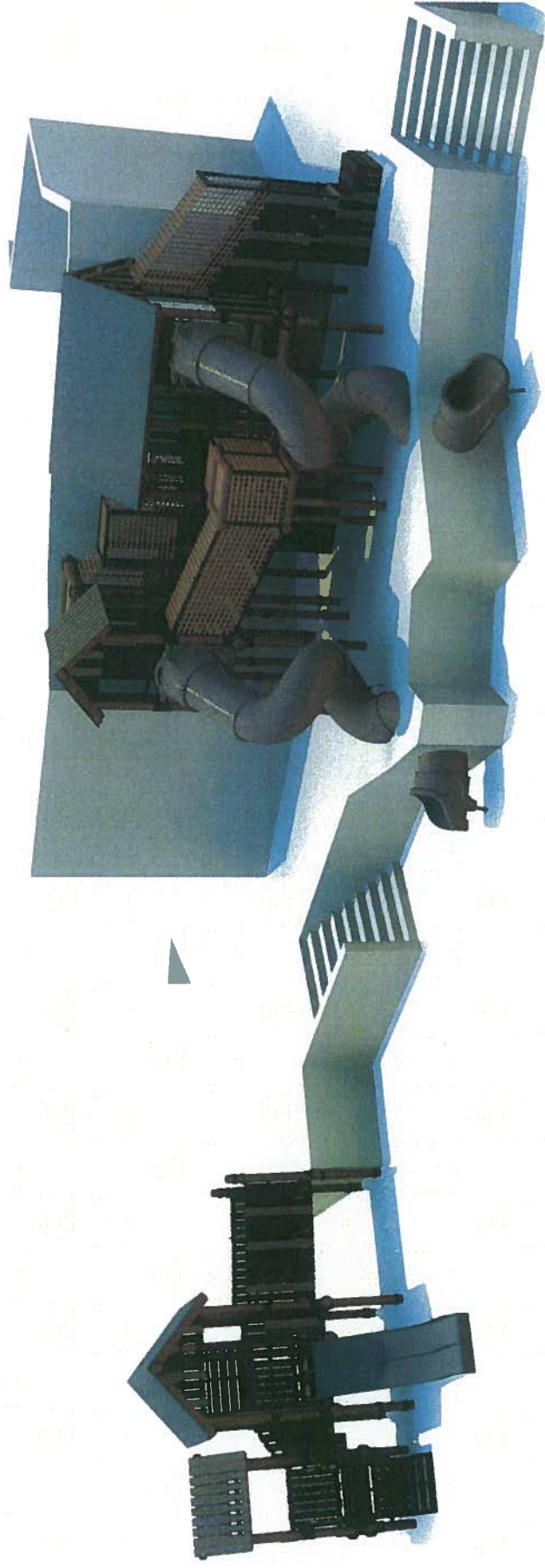
**Cost** \$229,975.00

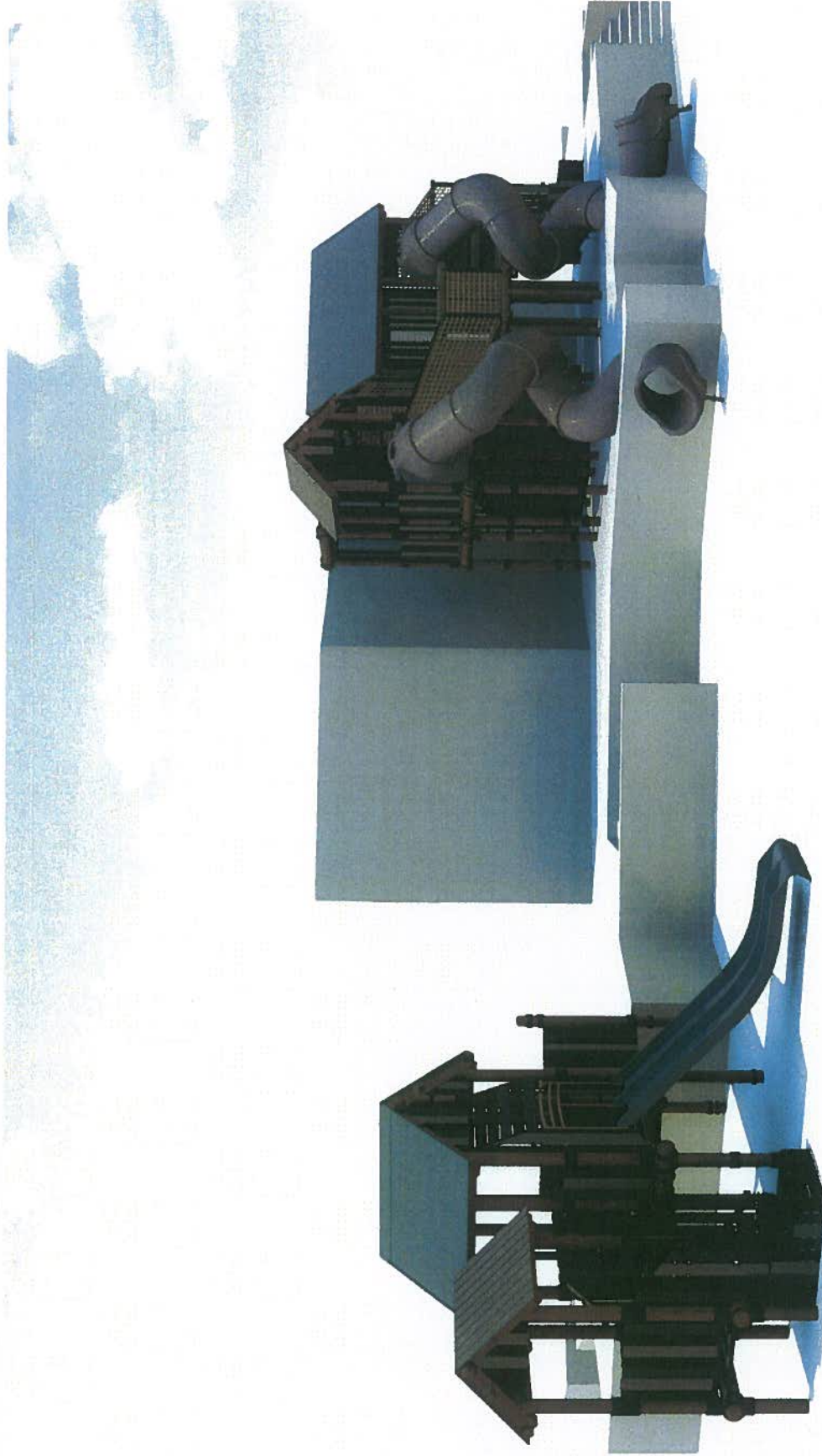
**City Manager Recommendation** Major part of the All Abilities park amenities. Recommend approval.

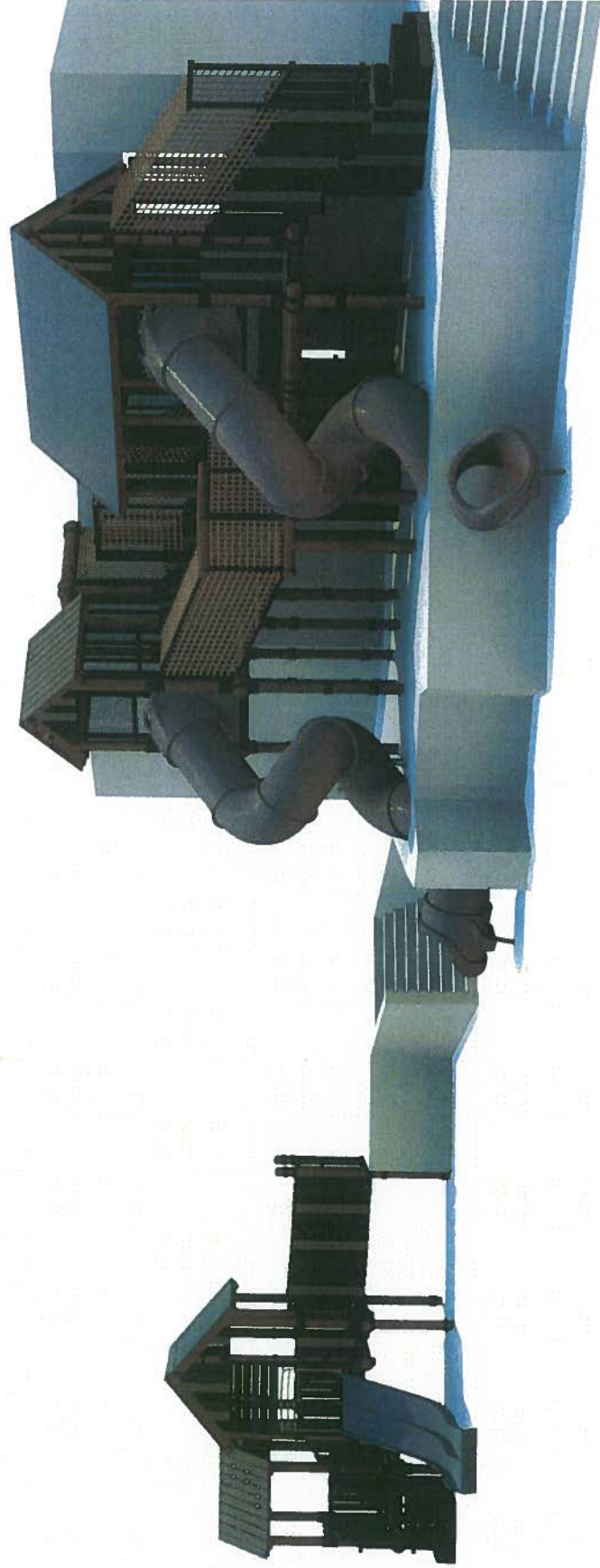
**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments** [AAP - Treehouse & Fort.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

**Additional Comments** This is an RFP (Request For Proposal) process so there are no contractual documents. Installation of the play equipment will be overseen by the CMGC (Construction Manager General Contractor) Bud Mahas.

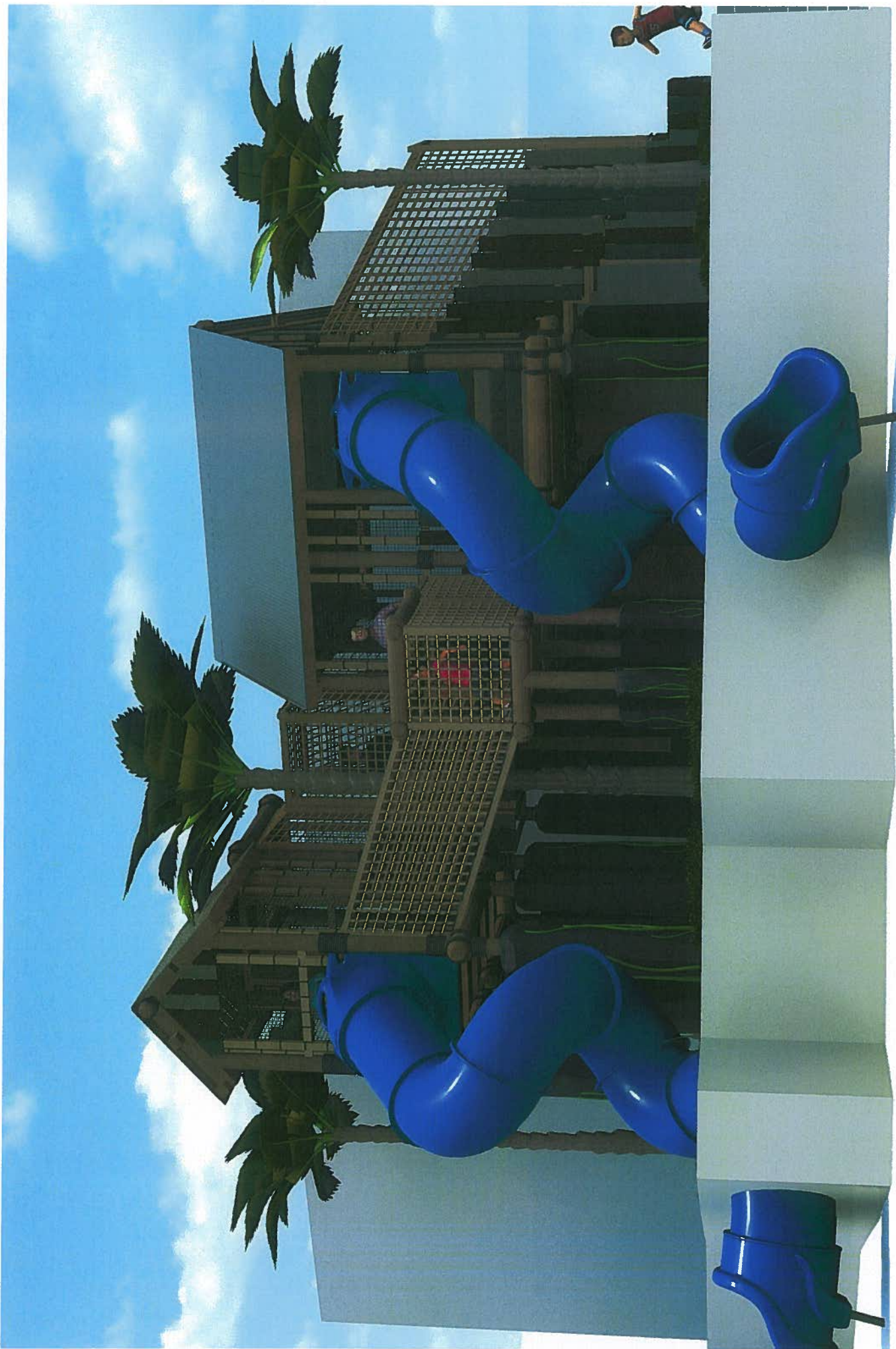
**Attachments** [AAP - Treehouse & Fort.pdf](#)



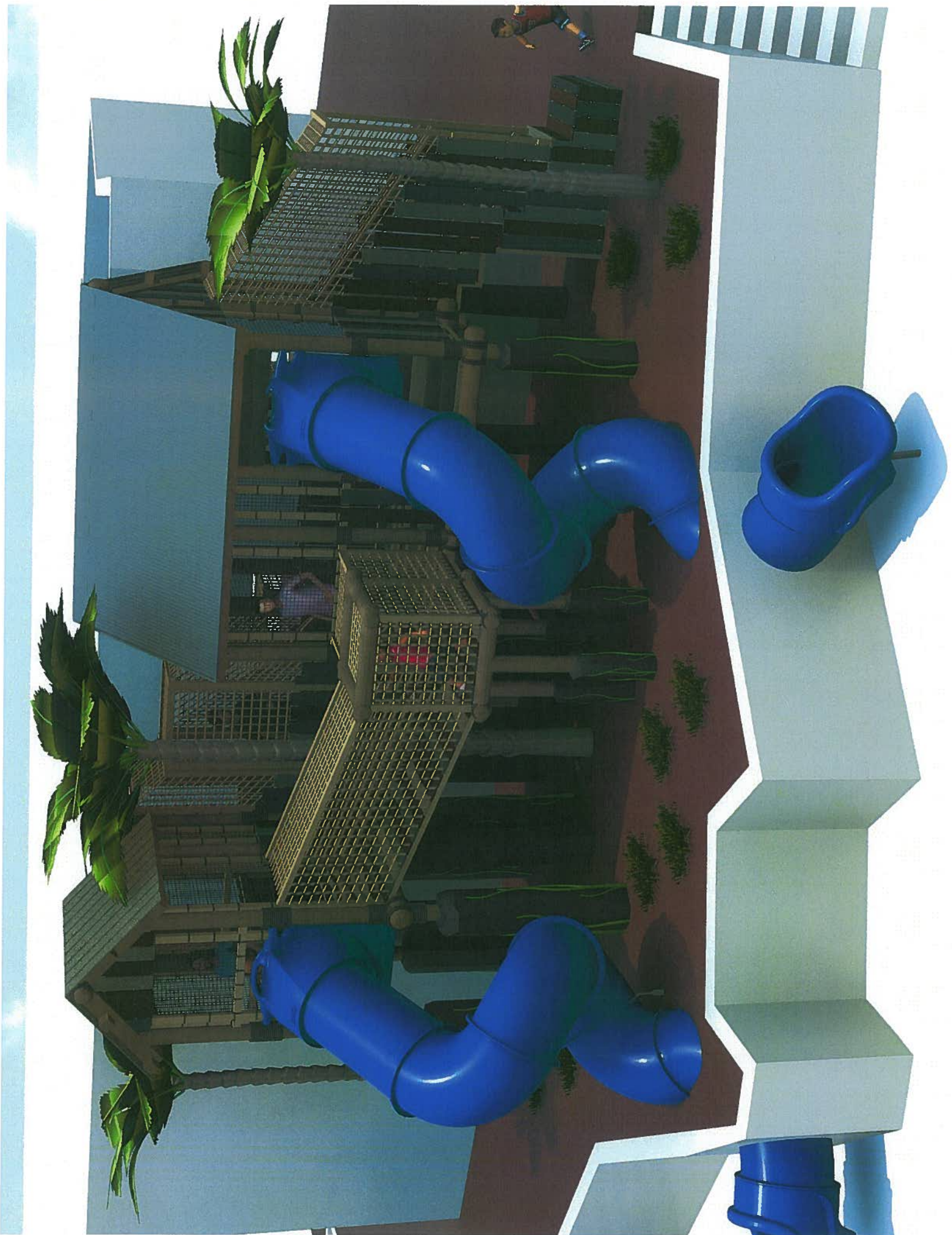






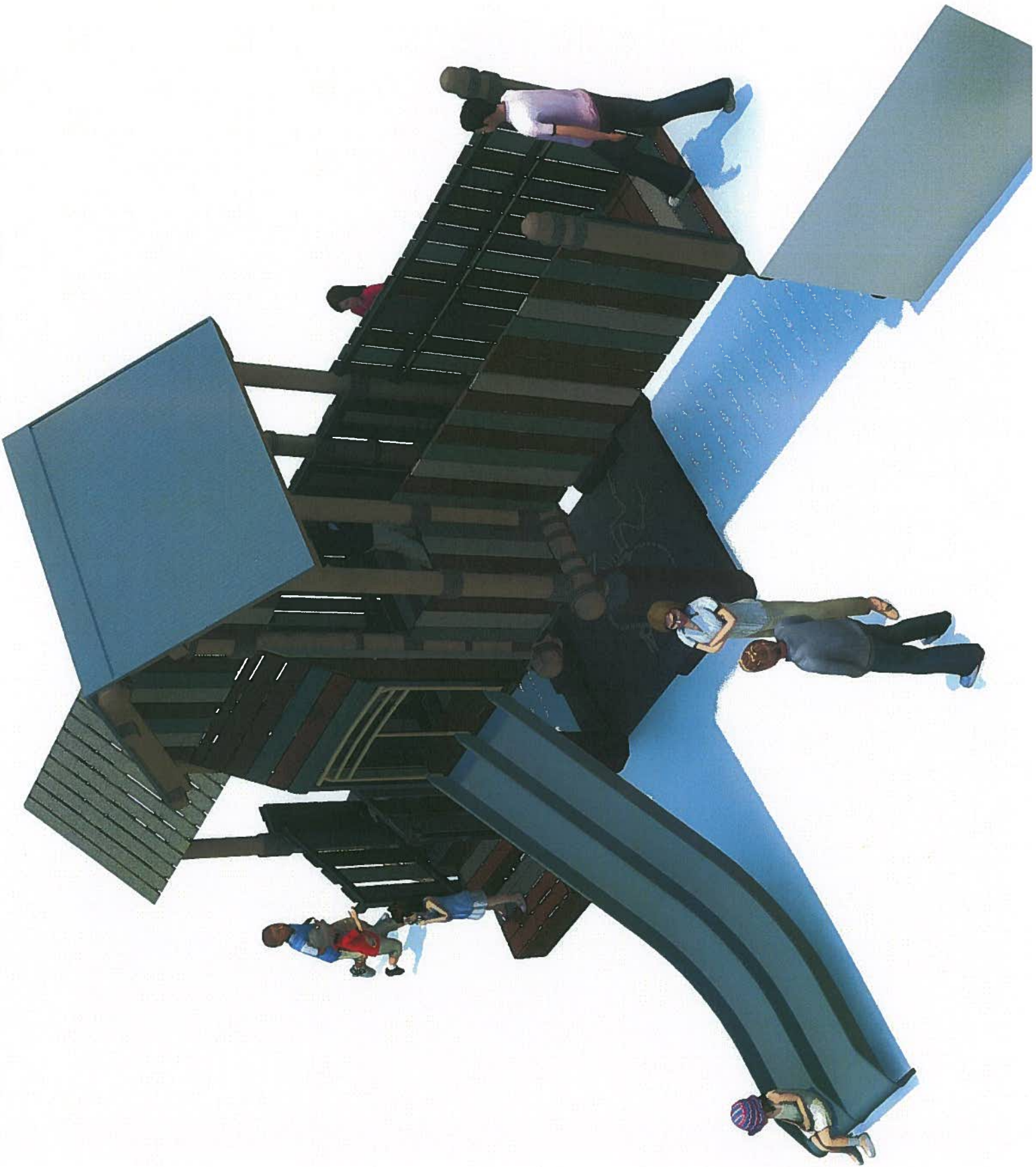










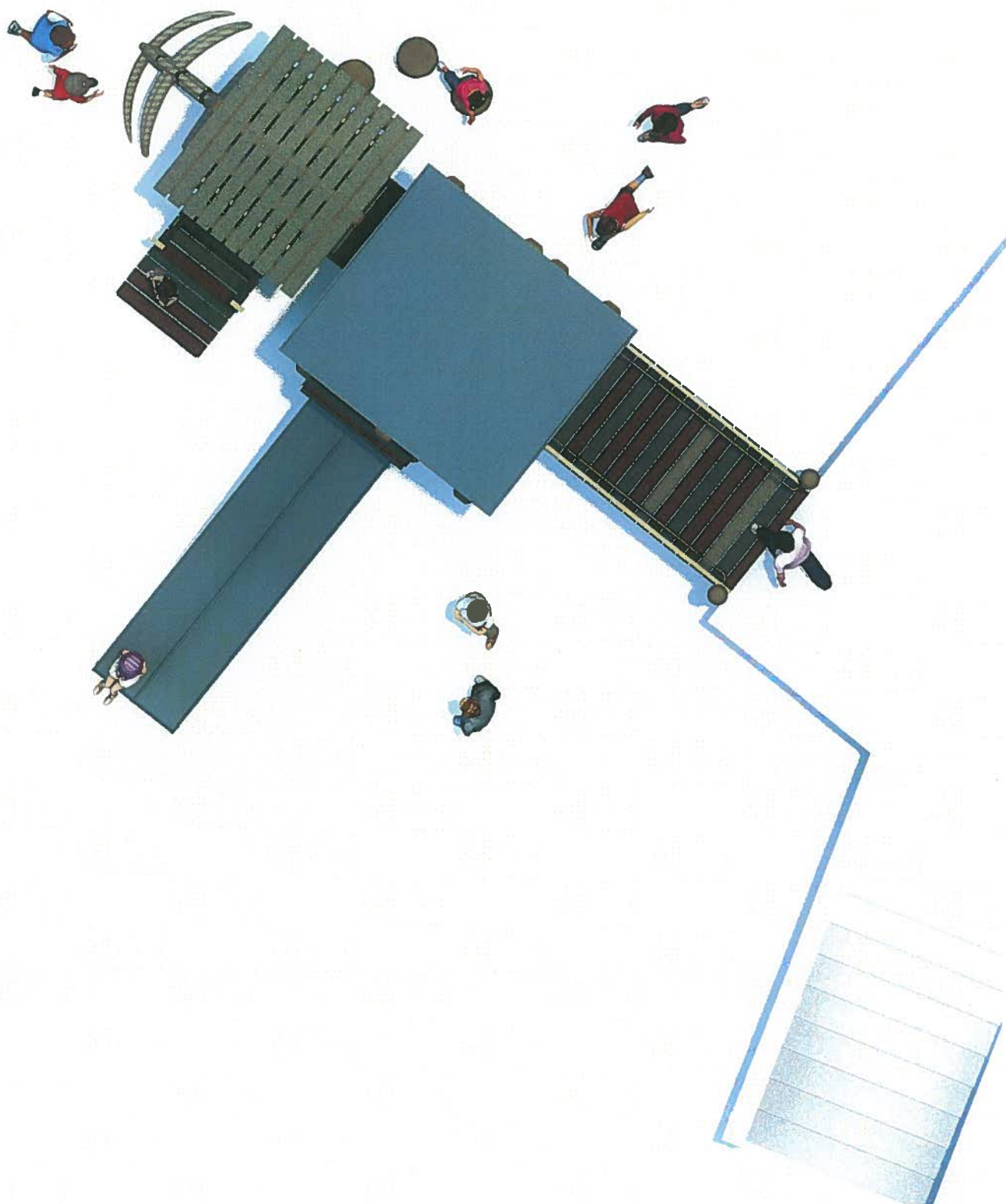












**DRAFT**Agenda Item Number : **2N**

## Request For Council Action

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**Date Submitted** 2016-02-23 16:16:46**Applicant** Jeff Peay - Park Planning Manager**Quick Title** Proposal Award for All Abilities Park Playground Surfacing**Subject** All Abilities Park Playground; Playground Surfacing

**Discussion** On February 7 and 10 the RFP for the All Abilities Park Playground; Playground Surfacing was advertised and sent to local playground representatives. Proposals were due on February 22, 2016. Six different companies submitted proposals. Each company was rated according to the RFP requirements. The company that proposed the highest ranking Playground Surfacing based on the criteria is Sonntag Recreation in the amount of \$249,866.40. It is proposed that we award the proposal of Sonntag Recreation in the amount of \$249,866.40 for this project.

**Cost** \$249,866.40

**City Manager Recommendation** Placeholder for the All Abilities. The installation will be done by the contractor Bud Mahas. More financial information for this item at the meeting on Thursday.

**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments** [Nottssport SurfacePlay Info.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:**

**Additional Comments** This is an RFP (Request For Proposal) process so there are no contractual documents. Installation of the playground surfacing will be overseen by the CMGC (Construction Manager General Contractor) Bud Mahas.

**Attachments** [Nottssport SurfacePlay Info.pdf](#)



## Get In Touch...

To find out more about how you can benefit from Notts Sport's range of synthetic surfacing solutions and gain expert advice and assistance to plan, manage and complete your project – simply call us on 1.801.721.3556, or email [Turfmanutah@hotmail.com](mailto:Turfmanutah@hotmail.com).



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Email: [Turfmanutah@hotmail.com](mailto:Turfmanutah@hotmail.com)

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Synthetic Surfacing / ChildsPlay®



## SURFACEPLAY V's RUBBER

### Why SurfacePlay Wins Every Time!

If you're looking for a cost-effective, low-maintenance and long-lasting surface for a play area, Notts Sport's innovative SurfacePlay Systems are the perfect choice – beating rubber wet-pour and tile surfaces hands down. Here's why →



## Anti-Vandalism & Durability

- SurfacePlay's sand infill is resistant to fire, containing damage to a small area which can be easily repaired or replaced at minimal cost. Rubber burns more easily.
- The sand infill makes it extremely difficult to cut into the VHAf NottsSward artificial turf carpet of the SurfacePlay system, even with a sharp knife. Rubber can be cut more easily.
- Graffiti can be removed easily from the surface of a SurfacePlay system using a firm bristle brush. Rubber is much harder to clean.
- SurfacePlay systems are long-lasting and hard-wearing. Rubber breaks down more quickly.

Resistant to fire - damage is limited



Vandalism - the sand infill protects the system



Graffiti - paint can be brushed away



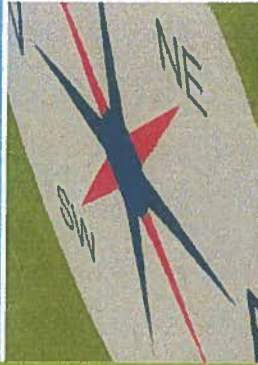
## Thermal Stability

- The VHAf NottsSward carpet used in the SurfacePlay system does not contract in cold weather or expand in hot weather. Rubber can shrink, leading to gaps at the edges of a play area, which can then become a focal point for vandalism.
- The fibres in the VHAf NottsSward carpet are also UV-stable, which means SurfacePlay's vibrant colors are long lasting. Rubber can fade more quickly.



## Environment

- The EPP (expanded polypropylene) tiles used in the SurfacePlay system to offer critical fall height protection are 100% recyclable. This reduces landfill costs significantly at the end of the product's life.
- The SurfacePlay system is guaranteed to be completely non-toxic.



## Life Costs

- The installation costs of SurfacePlay and rubber play areas are comparable.
- There are minimal repair and maintenance costs involved with a SurfacePlay system thanks to its durable design. The repair costs and time lost while a rubber play area is out of action due to vandalism or weather damage are much more significant.
- SurfacePlay systems offer greater value than rubber over 8 to 10 years.





# Surfacing Lifecycle Costs

When building a playground, one of the most important considerations is surfacing. There are a variety of surfacing options available, so it is important to select a surface that meets the requirements for both safety and accessibility while maintaining a project's budget and considering the long term maintenance costs.

The three surfacing types Parkitects recommends that meet both impact and accessibility standards are Engineered Wood Fiber (EWF), Poured-in-Place Rubber (PIP) and Durable Carpet.

In the chart below, the lifecycle costs of these three surfacing options have been calculated. These costs are based on a 5,000 SF area, and include materials and installation. A 3% escalation rate each year has been applied for all materials and labor\*.

The costs in this chart can be broken into three categories; initial capital costs, operating costs and overall life-cycle costs:

- ♦ **Capital Costs** – With low material costs and easy installation, EWF has the lowest initial cost by a significant margin. PIP is 4½ times more expensive and Durable Carpet is 6 times the initial cost of EWF.
- ♦ **Operating Costs** – During the 20 year life of the surfacing, an owner would spend under \$10,000 to maintain the Durable Carpet surfacing. EWF, on the other hand, requires more than \$31,000 in operating expenditures due to its frequent maintenance needs.
- ♦ **Life-Cycle Costs** – Adding the initial capital costs and the operating costs creates the overall life-cycle cost. EWF has the lowest overall cost. While its operational costs are high, the initial cost of installation is so low that it remains the least expensive throughout its life-cycle. Durable Carpet has the highest capital cost, but with its low operating costs, it becomes less expensive than PIP within ten years. PIP surfacing costs 25% less than Durable Carpet initially, but with its significant operating costs, the PIP life-cycle costs are the highest.

Surfacing Type	Price / SF	Initial Cost	5 Yr Cost	10 Yr Cost	15 Yr Cost	20 Yr Cost
Engineered Wood Fiber	\$2.50	\$12,500	\$19,890	\$26,187	\$35,570	\$44,035
Poured-In-Place	\$11.75	\$58,750	\$66,945	\$115,057	\$137,458	\$188,558
Durable Carpet	\$15.60	\$78,000	\$78,553	\$81,993	\$82,753	\$87,262

Each surfacing option has maintenance requirements provided by the manufacturer that must be followed to maintain compliance with impact and safety standards. These requirements are the basis of the cost estimates calculated.

- ♦ Engineered Wood Fiber (EWF) requires weekly raking and leveling of surfacing in high traffic areas and biennially re-topping the surfacing with new EWF at a current rate of ~\$.30/SF.
- ♦ Poured-In-Place (PIP) requires re-sealing of surfacing every 3 years at a current rate of \$1.50/SF, and will need to be re-topped every 9 years at a current rate of \$6/SF.
- ♦ Durable Carpet Surfacing has a sand infill that should be re-broomed in high traffic areas quarterly. Every 9 years, high traffic areas (~3% of total area) will have carpet replaced at a current rate of \$7.75 and a complete re-sanding of the area is recommended.

\* Labor rate of \$17.80 calculated by averaging salaries of 10 Buildings & Ground employees in upstate NY region.

City of St. George, Utah

March 3, 2016

The City Council (the "Council") of the City of St. George City, Utah (the "Issuer"), met in regular session at its regular meeting place in the City of St. George City, Utah on March 3, 2016, at 5:00 p.m., with the following members of the Council present:

Jon Pike	Mayor
Bette Arial	Councilmember
Ed Baca	Councilmember
Joe Bowcutt	Councilmember
Jimmie Hughes	Councilmember
Michelle Randall	Councilmember

Also present:

Gary Esplin	City Manager
Christina Fernandez	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 3, 2016, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$65,000,000 AGGREGATE PRINCIPAL AMOUNT OF ELECTRIC REVENUE REFUNDING BONDS, SERIES 2016; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) refund all or a portion of the Issuer's currently outstanding electric revenue bonds (the "Refunded Bonds"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2016 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Electric Revenue Refunding Bonds, Series 2016 (to be issued in one or more series from time to time and with any other series or title designations of the Issuer) (the "Series 2016 Bonds"), pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of May 1, 2005, as heretofore amended and supplemented (the "General Indenture"), as further amended and supplemented by a Fourth Supplemental Indenture (the "Fourth Supplemental Indenture," and together with the General Indenture, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Council passed a resolution on February 18, 2016 (the "Prior Authorizing Resolution"), authorizing the issuance of the Series 2016 Bonds in the initial aggregate principal amount of not to exceed \$51,000,000, but has determined that additional debt service savings may be available by increasing the amount of Refunded

Bonds to be refunded and consequently has recognized the need to increase the maximum amount of the Series 2016 Bonds to \$65,000,000; and

WHEREAS, the Council desires to replace in its entirety the Prior Authorizing Resolution and replace it with this Resolution in all respects; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity may give notice of its intent to issue such bonds and the Issuer desires to publish such notice in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer and the purchaser of the Series 2016 Bonds (the "Purchaser") as determined by the Designated Officers (defined below), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer (in consultation with the Issuer's Municipal Advisor, Lewis Young Robertson & Burningham, Inc. (the "Municipal Advisor")) flexibility in setting the pricing date of the Series 2016 Bonds to optimize debt service savings to the Issuer, the Council desires to grant to the Mayor or Mayor pro tem (collectively, the "Mayor"), and the City Manager of the Issuer (collectively, the "Designated Officers") the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2016 Bonds shall be sold, to determine whether the Series 2015 Bonds should be sold pursuant to a direct purchase or a public offering (or a combination thereof), and to set forth the final terms of the Series 2016 Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George City, Utah, as follows:

Section 1. The Prior Authorizing Resolution is hereby replaced in all respects with this resolution.

Section 2. For the purpose of (a) refunding the Refunded Bonds, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2016 Bonds, the Issuer hereby authorizes the issuance of the Series 2016 Bonds which shall be designated "City of St. George City, Utah Electric Revenue Refunding Bonds, Series 2016" (to be issued in one or more series from time to time and with any such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$65,000,000. The Series 2016 Bonds shall mature in not more than twenty-three (23) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed 5.0% per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 3. The final interest rate or rates for the Series 2016 Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which will, taking into account the purchase price offered by the purchaser of the Series 2016 Bonds, in the opinion of the Designated Officers, result in a net present value savings for the refunding acceptable to the Issuer at the time of the sale of the Series 2016 Bonds and evidenced by execution by the Issuer of the Bond Purchase Agreement.

Section 4. The Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Supplemental Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The above described committee of the Designated Officers are hereby authorized to select the method of sale, purchaser(s), and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, bonds to be refunded, and purchase price with respect to the Series 2016 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 5. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2016 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2016 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2016 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2016 Bonds and to deliver said Series 2016 Bonds to the Purchaser. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Purchaser the Series 2016 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2016 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2016 Bonds, or any other instrument, shall be construed as creating

a general obligation of the Issuer, or of creating a general obligation of the State of Utah or political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The Designated Officers or other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including but not limited to an escrow deposit agreement or insurance or reserve agreement in conformance with the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2016 Bonds are delivered to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2016 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. In accordance with the provisions of the Act, the Issuer has caused the following "Notice of Bonds to be Issued" to be (i) published one (1) time in The Spectrum, a newspaper of general circulation in the Issuer, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution and the Indenture to be kept on file in the City of St. George offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof. The "Notice of Bonds to be Issued" shall be in substantially the following form:

## NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Act"), that on March 3, 2016, the City Council (the "Council") of the City of St. George City, Utah (the "Issuer"), adopted a resolution (the "Resolution") authorizing the issuance of the Issuer's Electric Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") (to be issued in one or more series from time to time and with such other series or title designation(s) as may be determined by the Issuer) and replacing its prior resolution dated February 18, 2016 and accompanying notice heretofore published, relating to the issuance of the Series 2016 Bonds.

### PURPOSE FOR ISSUING THE SERIES 2016 BONDS

The Series 2016 Bonds will be issued for the purpose of (a) refunding all or a portion of the Issuer's currently outstanding electric revenue bonds, (b) fund a debt service reserve fund, if necessary and (c) paying costs of issuance of the Series 2016 Bonds.

### PARAMETERS OF THE SERIES 2016 BONDS

The Issuer intends to issue its Electric Revenue Refunding, Series 2016, in the aggregate principal amount of not more than Fifty-One Million Dollars (\$65,000,000), to mature in not more than twenty-three (23) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at individual coupon rate or rates of not to exceed five percent (5.0%) per annum. The Series 2016 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the "Indenture") which were before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Council; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2016 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2016 Bonds for any reason and at any time up to the issuance of the Series 2016 Bonds.

The Series 2016 Bonds are special limited obligations payable from the net revenues of the Issuer's electric system.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder of the Issuer at 175 East 200 North, St. George, Utah, where they may be examined during regular business hours of the Issuer from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2016 Bonds), or the Series 2016 Bonds, or any provision made for the security and payment of the Series 2016 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this March 3, 2016.

/s/ Christina Fernandez  
City Recorder



Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this March 3, 2016.

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON )

I, Christina Fernandez, the duly appointed and qualified City Recorder of the City of St. George City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on March 3, 2016, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 3, 2016, and pursuant to the Resolution, there was published a Notice of Bonds to be Issued (a) one time in The Spectrum, a newspaper having general circulation within the City, with the affidavit of such publication attached hereto upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this March 3, 2016.

(SEAL)

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH  
OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the March 3, 2016, public meeting held by the City Council (the "Council"), as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on March 2, 2016 at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Spectrum on March 2, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1 to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the Issuer to be held during the year, by causing said Notice to be (i) posted on \_\_\_\_\_, at the principal office of the Issuer, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the City on \_\_\_\_\_, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 3, 2016.

\_\_\_\_\_  
City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2  
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of  
Notice of Bonds to be Issued)



EXHIBIT B

GENERAL INDENTURE AND  
FORM OF SUPPLEMENTAL INDENTURE

(See Transcript Document Nos. \_\_ and \_\_)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. \_\_)

## **ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE CENTRAL BUSINESS DISTRICT COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.**

**WHEREAS** the Board of the Redevelopment Agency of the City of St. George (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Central Business District Community Development Project Area (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-4-109, and having held the required public hearing on the Plan on March 3, 2016, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

**WHEREAS** the Utah Community Development and Renewal Agencies Act (the "Act") mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105; and

**WHEREAS** the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AS FOLLOWS:**

1. The City of St. George hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community development plan for the Project Area (the "Official Plan").
2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106, whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2).
3. Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall take effect immediately.

**APPROVED AND ADOPTED** this \_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Recorder

## PROJECT AREA LEGAL DESCRIPTION

### Exhibit A CDA – Downtown

Beginning at a intersection of Main Street and Tabernacle Street, said point being 7.81 feet South 50°34'34" West from HCN #247 (HCN Bearings used for rotation), said point being the POINT OF BEGINNING;  
thence North 88°50'16" West 629.24 feet to the intersection of 100 West Street and Tabernacle Street;  
thence North 01°35'03" East 369.94 feet;  
thence North 88°25'20" West 226.50 feet;  
thence North 01°35'08" East 4.12 feet;  
thence North 88°25'25" West 84.69 feet;  
thence North 01°34'50" East 68.13 feet;  
thence North 88°53'07" West 266.00 feet;  
thence South 01°33'14" West 19.20 feet to a point of curve to the left having a radius of 19.99 feet and a central angle of 56°29'17";  
thence southeasterly along the arc a distance of 19.71 feet to a point of reverse curve to the right having a radius of 62.99 feet and a central angle of 122°15'11";  
thence southerly along the arc, a distance of 134.40 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 19°09'18" West, a radial distance of 66.50 feet;  
thence northwesterly along the arc, through a central angle of 110°41'15", a distance of 128.47 feet;  
thence South 01°31'41" West 48.30 feet;  
thence North 88°12'11" West 330.01 feet;  
thence North 01°32'16" East 64.72 feet;  
thence North 88°26'47" West 244.73 feet;  
thence North 01°28'22" East 245.68 feet to the intersection of 300 West Street and St. George Boulevard;  
thence South 88°25'25" East 1,242.35 feet to the intersection of 100 West Street and St. George Boulevard;  
thence North 01°33'40" East 619.67 feet to the intersection of 100 West Street and 200 North Street;  
thence South 87°25'50" East 617.60 feet to the intersection of Main Street and 200 North Street;  
thence South 00°53'29" West 299.99 feet;  
thence South 88°25'25" East 618.13 feet;  
thence North 01°34'55" East 308.92 feet to the intersection of 100 East Street and 200 North Street;  
thence South 88°26'54" East 618.01 feet to the intersection of 200 East Street and 200 North Street;  
thence South 01°41'54" West 619.23 feet to the intersection of 200 East Street and St. George Boulevard;  
thence North 88°26'39" West 1,234.24 feet to the intersection of Main Street and St. George Boulevard;  
thence South 00°52'00" West 613.67 feet to the intersection of Main Street and Tabernacle Street, said point also being the POINT OF BEGINNING.  
Containing 38.12 acres, more or less.

### TOGETHER WITH

Beginning at the intersection of 200 West Street and Tabernacle Street, said point being

1256.95 feet North 88°53'07" West from HCN #247 (HCN Bearings used for rotation),  
said point being the POINT OF BEGINNING;  
thence South 01°32'28" West 441.98 feet;  
thence North 88°26'32" West 619.58 feet;  
thence North 01°48'32" East 441.77 feet to the intersection of 300 West Street and  
Tabernacle Street;  
thence South 88°27'44" East, a distance of 617.52 feet to the intersection of 200 West  
Street and Tabernacle Street to the POINT OF BEGINNING.  
Containing 6.27 acres, more or less.

## **ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE MILLCREEK COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.**

**WHEREAS** the Board of the Redevelopment Agency of the City of St. George (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Millcreek Community Development Project Area (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-4-109, and having held the required public hearing on the Plan on March 3, 2016, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

**WHEREAS** the Utah Community Development and Renewal Agencies Act (the "Act") mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105; and

**WHEREAS** the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AS FOLLOWS:**

1. The City of St. George hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community development plan for the Project Area (the "Official Plan").
2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106, whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2).
3. Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan upon its adoption.
4. This ordinance shall take effect immediately.

**APPROVED AND ADOPTED** this \_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Recorder



## PROJECT AREA LEGAL DESCRIPTION

### Exhibit A CDA – Millcreek Industrial Park

Beginning at the East ¼ Corner of Section 22, Township 42 South, Range 15 West, SLB&M, said point being the POINT OF BEGINNING; thence S 00°05'52" W, along the east line of said Section 22 a distance of 2,115.47 feet; thence S 69°08'46" W, 69.34 feet; thence N 34°49'46" W, 377.17 feet; thence S 75°19'14" W, 284.72 feet; thence S 61°10'32" W, 262.38 feet; thence S 61°49'29" W, 208.53 feet; thence S 60°58'14" W, 67.36 feet to a point of curve to the right having a radius of 1,079.92 feet and a central angle of 11°44'59"; thence southwesterly along the arc a distance of 221.46 feet; thence S 72°43'13" W, 63.13 feet; thence S 73°16'59" W, 637.24 feet to a point of curve to the right having a radius of 220.46 feet and a central angle of 47°00'09"; thence westerly along the arc a distance of 180.85 feet; thence N 63°11'21" W, 23.36 feet; thence S 57°56'12" W, 195.29 feet; thence N 49°09'38" W, 44.00 feet; thence N 00°01'11" E, 28.39 feet; thence N 46°46'26" W, 134.70 feet; thence N 05°35'27" W, 47.40 feet; thence N 06°18'32" E, 68.40 feet; thence N 14°27'03" E, 99.59 feet; thence N 74°46'27" W, 154.42 feet; thence N 00°33'18" E, 656.32 feet; thence West 119.99 feet; thence N 00°32'57" E, 1,514.63 feet; thence S 88°53'24" E, 2,618.91 feet to the POINT OF BEGINNING.

Containing 5,753,604.53 square feet or 132.0846 acres, more or less.



**DRAFT**Agenda Item Number : **6A**

## Request For Council Action

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**Date Submitted** 2016-02-22 10:38:05**Applicant** PC**Quick Title** PC Report from Feb 23, 2016**Subject** Consider the Planning Commission report from the meeting on February 22, 2016.**Discussion** Planning Commission had a big agenda, however most of the items were public hearings and the City Council will only be setting the hearing date. Other items included three preliminary plats, a lot line adjustment, and two CUP, which are also listed separately on the agenda.**Cost** \$0.00**City Manager Recommendation** Long agenda for the PC with public hearings being the major items. A couple of plats and two CUP requests are other items to be considered.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

**CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: FEBRUARY 23, 2016  
CITY COUNCIL MEETING: MARCH 3, 2016

**1. PUBLIC HEARINGS TO BE ADVERTISED FOR MARCH 17, 2016**

- A. Consider a request to rezone approximately 12.36 acres from OS (Open Space), R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), and A-1 (Agriculture) to PD-C (Planned Development Commercial). The project is called '**Dixie Power Headquarters Building**' and the property is generally located at 3025 South River Road. The owner is Dixie Power and the representative is Mr. Scott Woolsey, Alpha Engineering. Case No. 2016-ZC-007. (Staff Ray Snyder)
- B. Consider a zone change amendment to amend the PD-C (Planned Development Commercial) zone on approximately 1.5 acres to develop a **Rite Aid Pharmacy** and to approve a Master Sign Plan for the single tenant. The property is generally located at the northwest corner of River Road South and 1450 South Street. The applicant is Rite Aid and the representative is Mr. Jonathon Power, Drake SG Partners, LLC. Case No. 2016-ZC-008 (Staff Ray Snyder)
- C. Consider a zone change amendment to the Hidden Valley Master Plan for a 4.77 acre commercial neighborhood development at the corner of Brigham Road and Desert Hills Drive to be called "**Desert Hills Plaza**." The property is currently zoned PD-R (Planned Development Residential) and it is requested to change to PD-C (Planned Development Commercial). This plan amendment will update the approved 'use' list. Also being considered is the site layout, building design, colors, materials, circulation, etc. The owner is Wind Mill Plaza LLC, the applicant is Development Solutions Group, Inc, and the representative is Mr. Ryan Thomas. Case No. 2016-ZCA-009 (Staff Ray Snyder) *(Note: After 1 hr. 10 min. of discussion, a motion was made by the Planning Commission to approve the request, but the vote failed by a vote of 2:3 - resulting in denial - the applicant is appealing the request by PC members to remove the C-Store 'use')*

**2. CONDITIONAL USE PERMITS (CUP)**

- A. Consider a request for permission to manage and operate a tattoo shop called '**The Zion Tattoo Parlor**.' The applicant and representative is Mr. Matt Pehrson. The property is located at 987 S Bluff Street, Suite E and is zoned C-3 (General Commercial). Case No. 2016-CUP-007. (Staff John Willis)
- B. Consider a conditional use permit to construct a detached **accessory structure** with a height of approximately 18 feet (18') to the midpoint of the roof for use as a personal shop and for storage of ATV's, autos, and RV's. The structure will be constructed of similar materials as the residence. The property is zoned RE-20 (Residential Estates 20,000 sq. ft. minimum lot size) and is located at 2556 East 2300 South Circle (Lot 13 Crimson Cliffs Ph 1). The applicant is Mr. Dustin Dell. Case No. 2016-CUP-008 (Staff - John Willis)



3. **LOT LINE ADJUSTMENT (LLA) / LOT SPLIT (LS)**

Consider approval of an easement vacation / lot line adjustment on commercial property which is located on the south side of Riverside Drive at approximately 2050 East (west of Maverik). The parcels involved are SG-5-2-28-2306, SG-5-2-28-2305, SG-5-2-28-2331, and SG-5-2-28-247. The purpose is to accommodate several commercial buildings. Caser No. 2016-LRE-004. (Staff – Wes Jenkins)

4. **PRELIMINARY PLATS**

- A. Consider approval of an amended preliminary plat for a three (3) lot residential subdivision development called Blackberry Court Phase 3 Amended. The property is zoned R-1-10 (Single Family Residential, 10,000 s.f. minimum lot sizes) and is located along Blackberry Circle at approximately 750 North at approximately 1150 West. The applicant is Rosenberg Associates. Case No. 2016-PPA-008 (Staff – Wes Jenkins)
- B. Consider approval of a preliminary plat for a fifty-one (51) lot residential subdivision development called Desert Heights. The property is located at Desert Edge Drive and Barrel Roll. The applicant is Development Solutions Group. Case No. 2016-PP-009 (Staff – Wes Jenkins)
- C. Consider approval of a preliminary plat for a fifteen (15) lot residential subdivision development called Maple Estates. The property is located at 3000 East and 3580 South. The applicant is Development Solutions Group. Case No. 2016-PP-004 (Staff – Wes Jenkins)

5. **OTHER BUSINESS**

- A. The Planning Commission (PC) met from 5:00 pm until 9:30 pm (4 ½ hrs).
- B. **Removed** from the agenda was a request to modify the exterior aesthetics at **79 North Main Street** a property located within the 'Historic District Overlay Zone' and zoned C-4. The PC is awaiting submittal of a materials board from the applicant.
- C. After 1 hr. (5:00 – 6:00 pm) of discussion, the applicant elected to have **tabled** a request to rezone approximately 10.43 acres from R3 to PD-R for a project called the '**Joshuas Phase 2 and 3.**' The property is located on Tonaquint Drive. The applicant intends to return to the next PC meeting with more details regarding the proposed amenity.
- D. The PC spent 40 min. (6:00 – 6:40 pm) before recommending **approval** of a zone change for **Dixie Power** for a proposed headquarters building on River Road.

- E. The PC spent 40 min. (6:40 – 7:20 pm) before recommending **approval** of a zone change amendment to develop a **Rite Aid Pharmacy** and to approve a **Master Sign Plan** at the northwest corner of River Road South and 1450 South Street.
- F. After considering a zone change amendment request for 1 hr. 10 min. (7:20 – 8:30 pm) to the Hidden Valley Master Plan for a 4.77 acre commercial neighborhood development at the corner of Brigham Road and Desert Hills Drive to be called “**Desert Hills Plaza**,” the PC recommendation to approve the project as presented failed (*resulting in denial*) by a 2:3 vote.

# **PCR ITEM 3**

## **Easement Vacation/Lot Line Adjustment**

PLANNING COMMISSION AGENDA REPORT: **02/23/2016**

CITY COUNCIL MEETING: **03/03/2016**

### **EASEMENT VACATION/LOT LINE ADJUSTMENT**

#### **SIMLEW**

Case No. 2016-LRE-005

**Request:** Approval of an Easement Vacation/Lot Line Adjustment on commercial property

**Representative:** Ried Pope, L.R. Pope Engineering  
1240 East 100 South #15-B  
St. George, UT 84790

**Property:** Located on the south side of Riverside Drive at approximately 2050 East (west of the Maverik)

**Zone:** C-3

**Staff Comments:** The purpose of this Easement Vacation/Lot Line Adjustment is to accommodate the construction of several commercial buildings. FYI – The City is requiring that new Public Utility and Drainage Easements be placed per the Joint Utility Committees (JUC) request, along with a dedication of deceleration lanes along Riverside Dr.

All aspects of this Easement Vacation/Lot Line Adjustment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

This Easement Vacation/Lot Line Adjustment is ready for Planning Commission's consideration for approval.

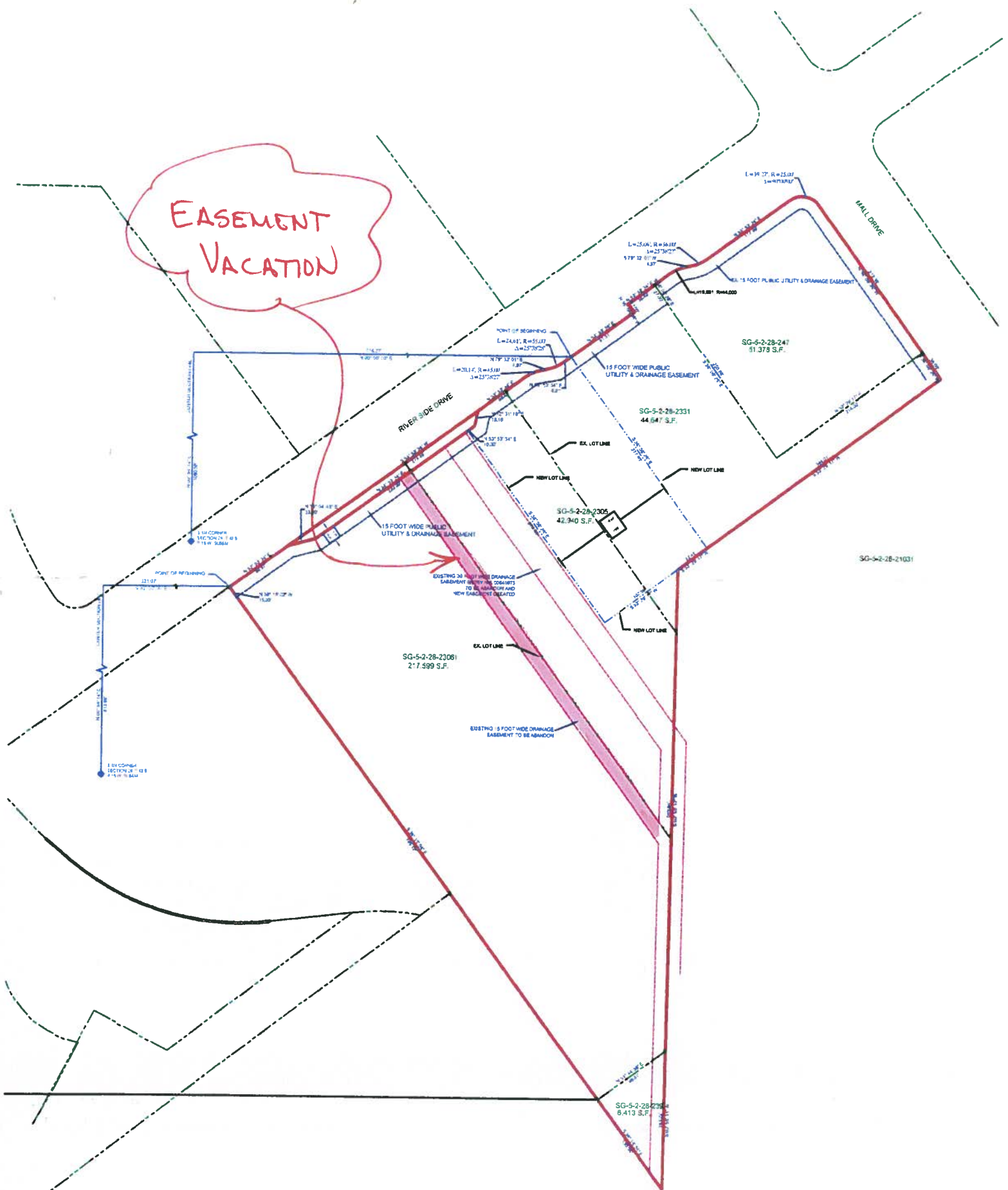
**Recommendation:** Recommend APPROVAL to City Council of this Lot Line Adjustment for parcels SG-1642 & SG-1645 to SG-5-2-28-2306, SG-5-2-28-2305, SG-5-2-28-2331, and SG-5-2-28-247



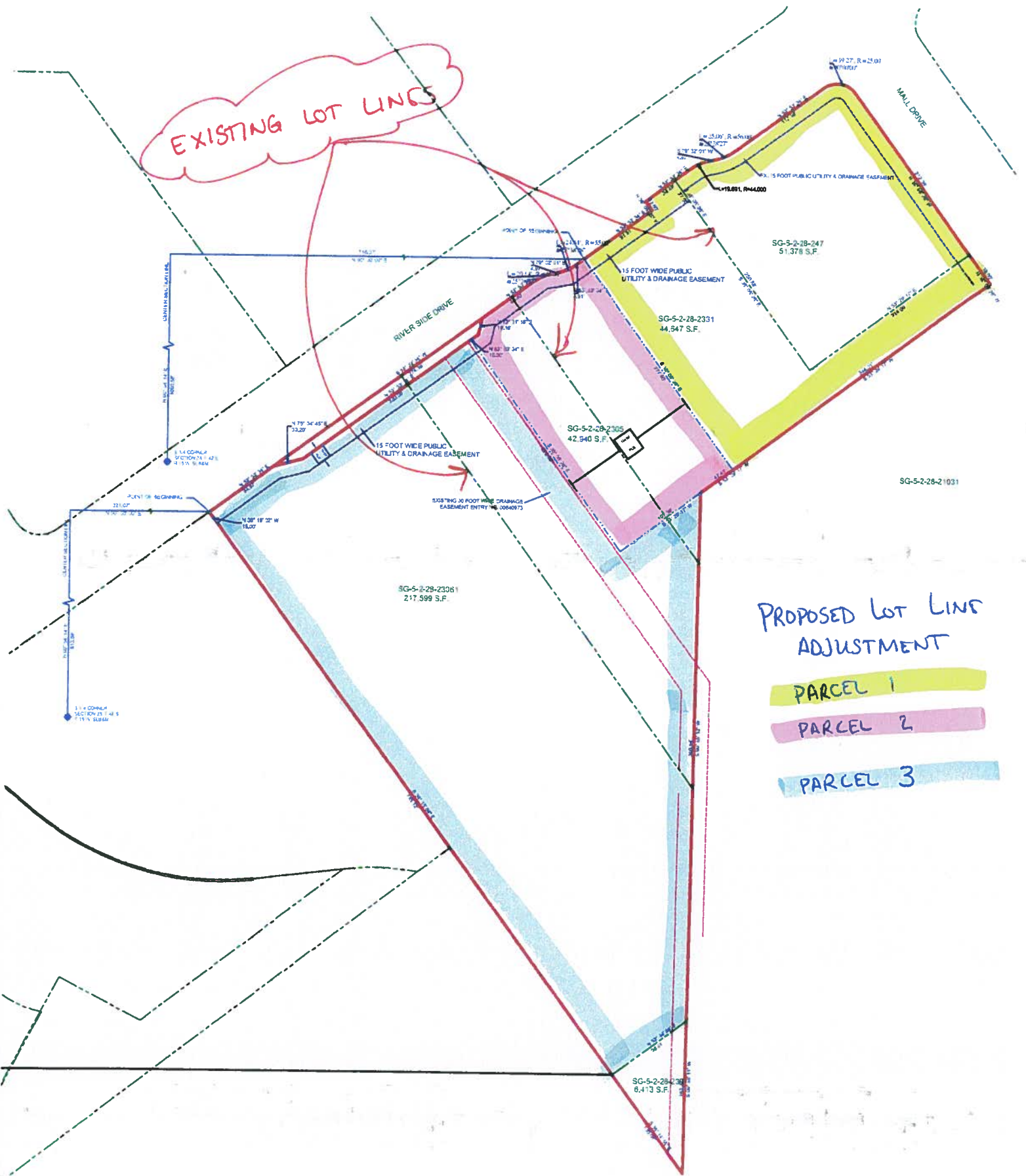




# EASEMENT VACATION



EXISTING LOT LINES

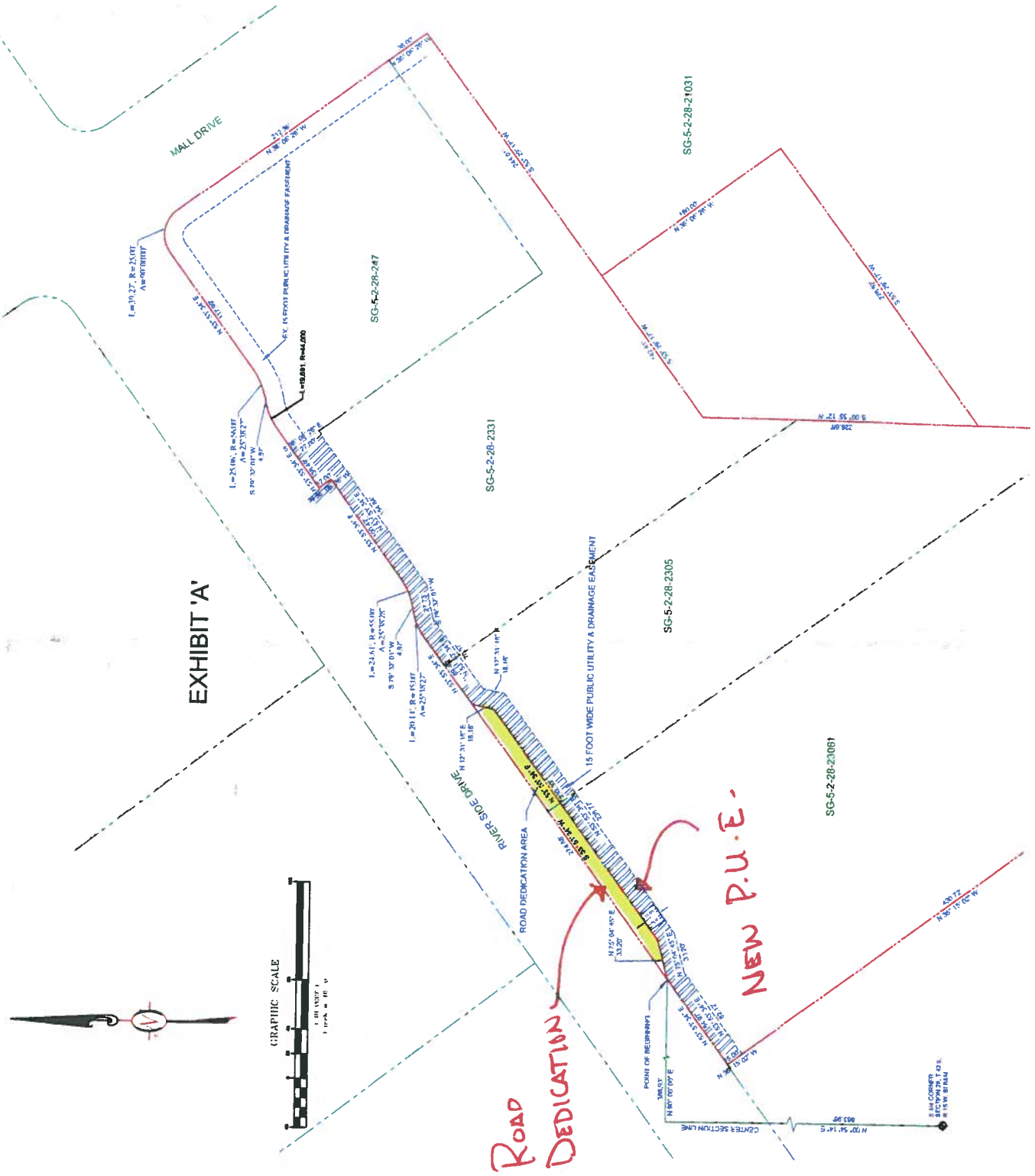


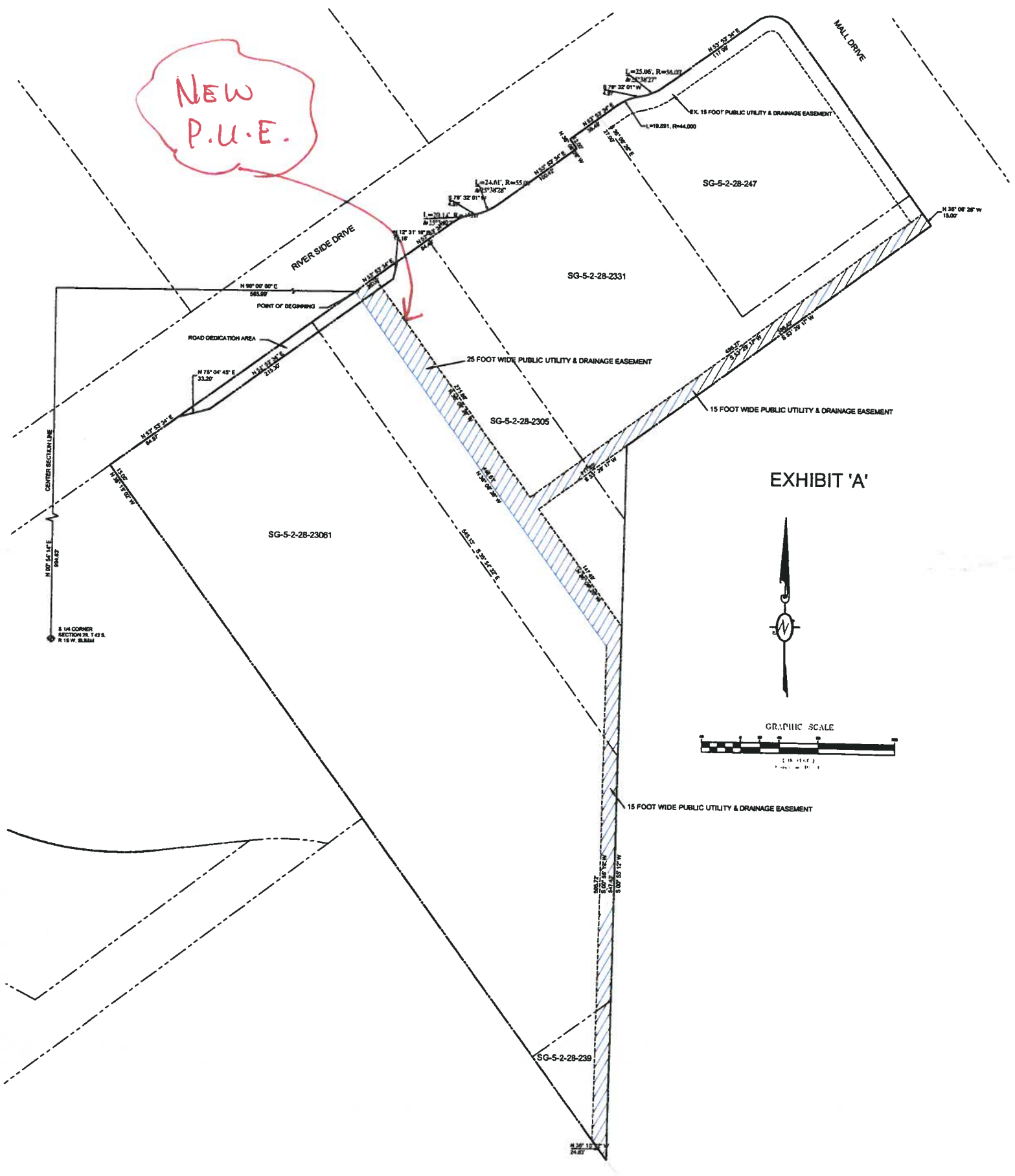
## PROPOSED LOT LINE ADJUSTMENT

PARCEL 1

## PARCEL 2

### PARCEL 3





# PCR ITEM 4A

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 02/23/2016  
CITY COUNCIL MEETING: 03/03/2016

### PRELIMINARY PLAT

Blackberry Court Phase 3 Amended  
Case No. 2016-PPA-008

**Request:** To approve an amended preliminary plat for a three (3) lot residential subdivision

**Location:** The site is located along Blackberry Circle at approximately 750 North at approximately 1150 West.

**Property:** 3.4 acres

**Number of Lots:** 3

**Density:** 0.9 du/ac

**Zoning:** R-1-10 (Single Family, 10,000 s.f. lot sizes)

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-10  
South – Open Space  
East – R-1-10  
West – Open Space

**General Plan:** LDR (Low Density Residential)

**Applicant:** Rosenberg Associates

**Representative:** Allen Hall, Rosenberg Associates

**Comments:**

1. The purpose of this amended preliminary plat is to extend the proposed cul-de-sac further to the west which extended the westerly property line further to the west.



- PROPERTY CORNER**
- REVER MAIN & DIA. BALLS OTHERSIDE NOTED
  - REVER MAIN & DIA. BALLS OTHERSIDE NOTED
  - SEWER MANHOLE 4' DIA. BOY AS REQUIRED
  - 6" FIVE INTERIOR WITH VALVE
  - WATER VALVE
  - STREET LIGHT
  - EXISTING GROUND CONDUIT F INTERVAL
  - EXISTING GROUND CONDUIT F INTERVAL
  - EXISTING GROUND CONDUIT F INTERVAL
  - PROPOSED GROUND CONDUIT F INTERVAL

# PCR ITEM 4B

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 02/23/2016  
CITY COUNCIL MEETING: 03/03/2016

### PRELIMINARY PLAT

Desert Heights

Case No. 2016-PP-009

**Request:** To approve a preliminary plat for a fifty-one (51) lot residential subdivision

**Location:** The site is located along the west side of Desert Edge Drive, north of Broken Mesa Drive and south of Rimrunner Drive.

**Property:** 16.68 acres

**Number of Lots:** 51

**Density:** 3.06 du/ac

**Zoning:** R-1-10

**Adjacent zones:** This plat is surrounded by the following zones:  
North – PD-R(Desert Canyons PD)  
South – Arizona  
East –R-1-10, PD-R(Desert Canyons PD)  
West – R-1-10

**General Plan:** Residential

**Applicant:** Development Solutions Group

**Representative:** Ken Miller

### **Comments:**

1. Developer is proposing lot size averaging on this project as 24 of the lots will be less than the 10,000 SF minimum size.



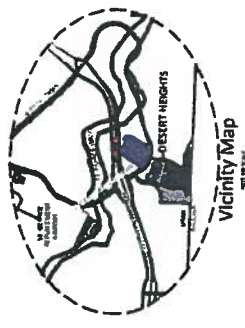
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BY	11/10/10
CHECKED BY	11/10/10
APPROVED BY	11/10/10
DESIGNED BY	11/10/10
DRAWN BY	11/10/10
SCALE	1"=100'
PROJECT NO.	11/10/10
PROJECT NAME	11/10/10
PROJECT LOCATION	11/10/10
PROJECT OWNER	11/10/10
PROJECT CONTACT	11/10/10
PROJECT PHONE	11/10/10
PROJECT FAX	11/10/10
PROJECT EMAIL	11/10/10
PROJECT WEBSITE	11/10/10
PROJECT ADDRESS	11/10/10
PROJECT CITY	11/10/10
PROJECT STATE	11/10/10
PROJECT ZIP	11/10/10
PROJECT COUNTY	11/10/10
PROJECT COUNTRY	11/10/10

DESERT HEIGHTS  
AT DESERT CANYONS  
ST. GEORGE, UTAH  
COVER SHEET

DEVELOPMENT SOLUTIONS, INC.  
LAND ACQUISITION, CONSTRUCTION  
1100 East 15, George Blvd. Suite 100  
St. George, UT 84770  
Office: (435) 624-2151 Fax: (435) 624-2152  
www.developmentsolutions.com

NO.	1
DATE	11/10/10
BY	11/10/10
CHECKED BY	11/10/10
APPROVED BY	11/10/10
DESIGNED BY	11/10/10
DRAWN BY	11/10/10
SCALE	1"=100'
PROJECT NO.	11/10/10
PROJECT NAME	11/10/10
PROJECT LOCATION	11/10/10
PROJECT OWNER	11/10/10
PROJECT CONTACT	11/10/10
PROJECT PHONE	11/10/10
PROJECT FAX	11/10/10
PROJECT EMAIL	11/10/10
PROJECT WEBSITE	11/10/10
PROJECT ADDRESS	11/10/10
PROJECT CITY	11/10/10
PROJECT STATE	11/10/10
PROJECT ZIP	11/10/10
PROJECT COUNTRY	11/10/10

1  
1 OF 2 TOTAL



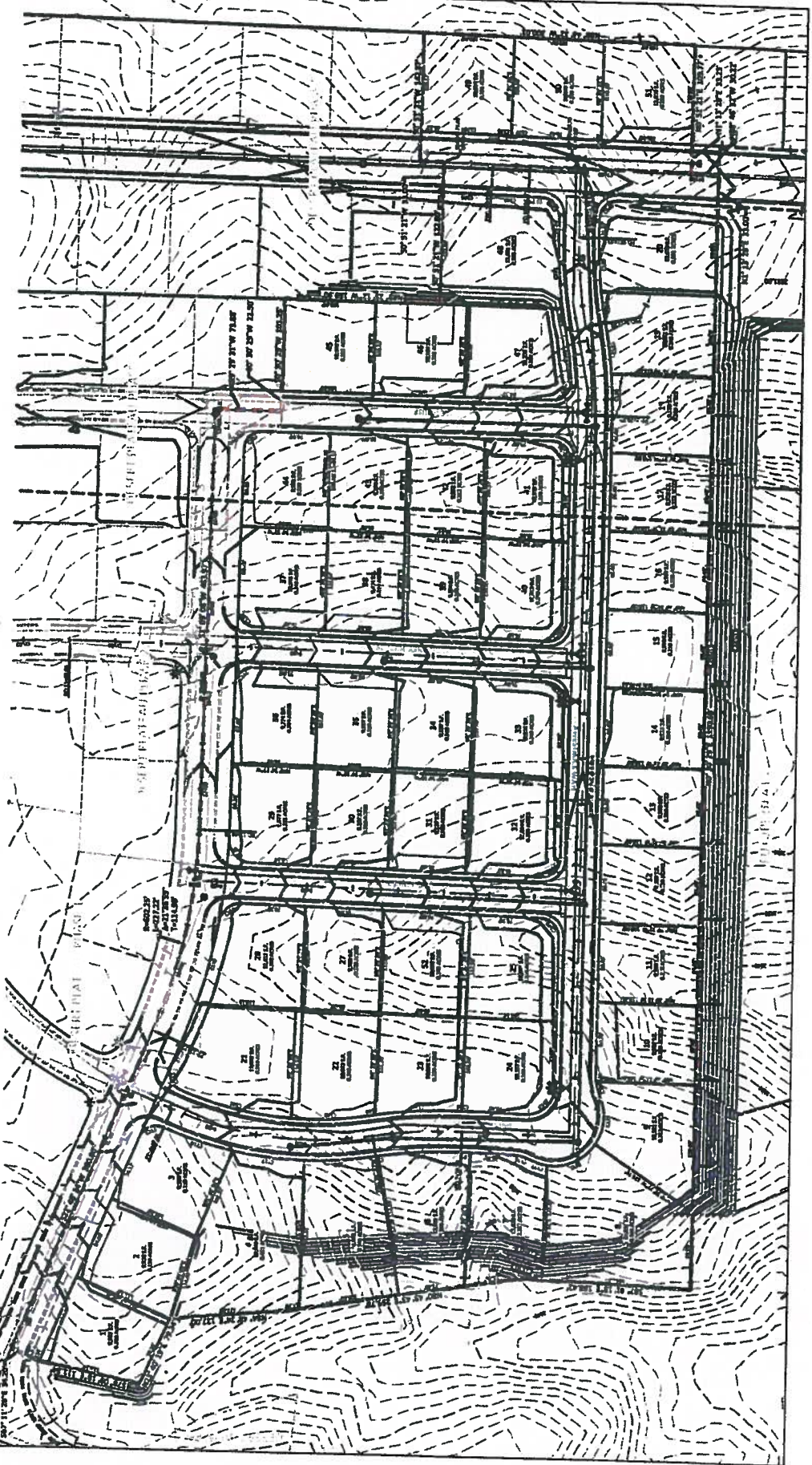
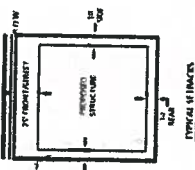
FLOOD NOTE  
FLOODING INFORMATION FROM THE FLOOD INSURANCE RATE MAP  
FLOOD INSURANCE RATE MAP NO. 17000C0101, FLOOD INSURANCE RATE MAP

SITE DATA:

PROJECT NO.	11/10/10
SITE AREA	16.68 ACRES
TOTAL PROJECT IMPROVEMENTS	5.17 CU
PROJECT TYPE	1.00 CUBIC

NOTES:

1. ALL SUBJECTS TO BE PUBLIC RECORD OF ARIZONA  
COPYRIGHTED IN THE FUTURE.





# PCR ITEM 4C

## Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 02/23/2016  
CITY COUNCIL MEETING: 03/03/2016

### PRELIMINARY PLAT

Maple Estates

Case No. 2016-PP-005

**Request:** To approve a preliminary plat for a fifteen (15) lot residential subdivision

**Location:** The site is located at 3000 E and 3580 S

**Property:** 5.56 acres

**Number of Lots:** 15

**Density:** 2.7 du/ac

**Zoning:** R-1-10

**Adjacent zones:** This plat is surrounded by the following zones:  
North – R-1-10  
South – A-1  
East – R-1-8, A-1  
West – R-1-10

**General Plan:** LDR (Low Density Residential)

**Applicant:** Development Solutions Group

**Representative:** Steve Kamlowsky

### **Comments:**

1. The developer is proposing to do lot size averaging as 4 lots are less than 10,000 square feet.
2. Lot 1 will be a double fronting lot along 3000 East and will require a 10-foot landscape strip and privacy wall along 3000 East.



DT-1

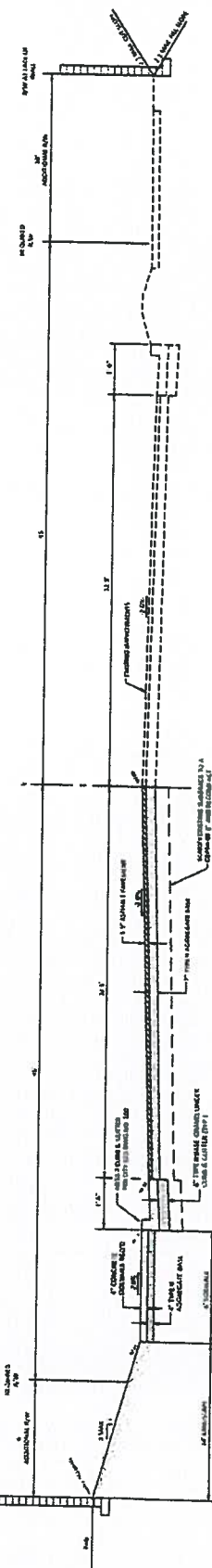
2 OF 2 TOTAL

DEVELOPMENT SOLUTIONS, INC.  
120 East 900 South, Suite 100  
Salt Lake City, UT 84111  
Phone: (801) 466-1000  
Fax: (801) 466-1001  
www.devsolutions.com

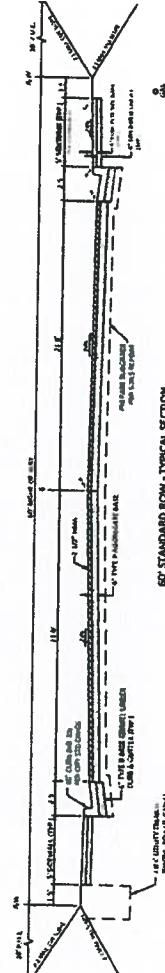
MAPLE ESTATES  
SUBDIVISION  
LOCATED IN ST. GEORGE, UTAH



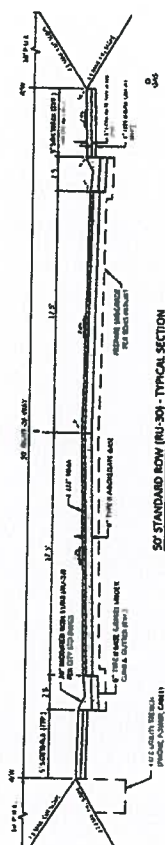
NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	01/15/11	DL	DL



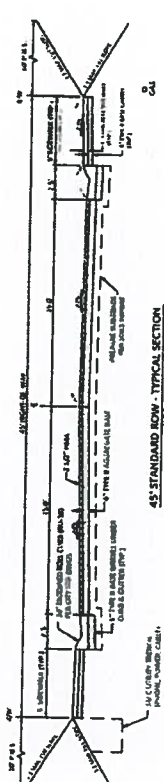
50' ROW (ROAD EAST) - TYPICAL SECTION



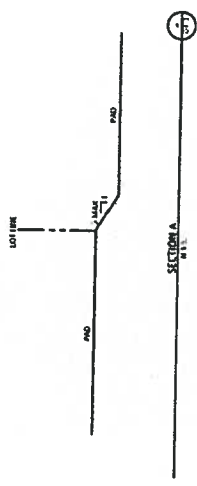
60' STANDARD ROW - TYPICAL SECTION



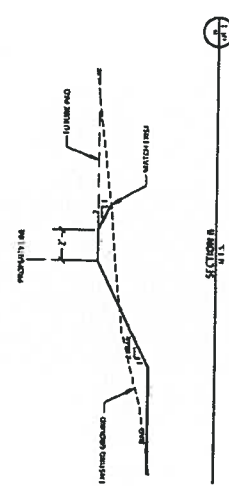
50' STANDARD ROW (R/S-30) - TYPICAL SECTION



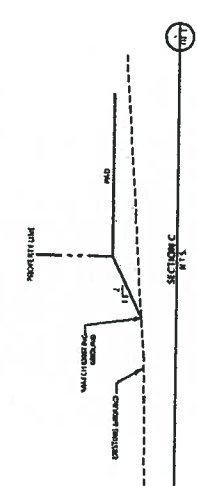
45' STANDARD ROW - TYPICAL SECTION



SECTION A



SECTION B



SECTION C

**DRAFT**

Agenda Item Number :

**6B**

## Request For Council Action

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**Date Submitted** 2016-02-22 10:31:43**Applicant** Mr. Dustin Dell**Quick Title** CUP to construct a detached accessory structure 18' in height**Subject** Consider a conditional use permit to construct a detached accessory structure with a height of approximately eighteen feet (18'±) to the midpoint of the roof. The property is zoned RE-20 (Residential Estates 20,000 sq. ft. minimum lot size) and is located at 2556 East 2300 South Circle (Lot 13 Crimson Cliffs Ph 1).**Discussion** The applicant is proposing a garage and personal shop for storage of ATVs, autos, and RVs. The garage exceeds the permitted 15' to midpoint of roof, thus a CUP is required. The structure will be constructed of similar materials as the residence. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** CUP for height variance from 15' to 18'. Planning Commission recommends approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

## PCR ITEM 2B

### CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: 02/23/2016  
CITY COUNCIL MEETING: 03/03/2016

#### CONDITIONAL USE PERMIT Case No. 2016-CUP-008

**Request:** To construct a **detached accessory structure** with the midpoint of the roof at approximately 18 feet (18') for use as a personal shop and for storage of ATV's, autos, and RV's.

**Property:** The property is located at 2556 East 2300 South Circle. Lot 13 Crimson Cliffs Phase 1

**APN:** SG-CCFS-1-13

**Applicant:** Mr. Dustin Dell

**Zoning:** RE-20 (Residential Estates 20,000 sq. ft. minimum lot size)

**Ordinance:** The requirements of Title 10, Chapter 14 "Supplementary and Qualifying Regulations," Section 10-14-12 "Residential Accessory Buildings" apply. Particularly Section 10-14-12.A.6 which requires a CUP for building heights over 15 feet.

---

#### **10-14-12: RESIDENTIAL ACCESSORY BUILDINGS:**

- A. Accessory buildings in the residential zones, planned development zone, and traditional neighborhood district: Accessory buildings shall not be constructed upon a lot until the building permit has been issued for the main dwelling:
1. The roof shall not project across the property line;
  2. Storm water runoff from the building shall not run onto an adjacent property;
  3. All corner lots shall maintain twenty five foot (25') setbacks on all street sides;
  4. Any accessory building placed over a utility easement shall require written approval from the joint utility committee;
  5. Accessory buildings shall not cover more than twenty five percent (25%) of the rear yard area;
  6. Accessory buildings shall be limited to one story and an overall height of fifteen feet (15') for pitched roofs (i.e., gable end roof) and twelve feet (12') for flat roofs (shed style), unless a conditional use permit is granted for a greater height;
  7. Main dwelling and accessory buildings must be separated a minimum of six feet (6').
  8. Accessory buildings located in the rear of the main dwelling, may be located zero feet (0') from the rear and side property lines, provided the building meets all requirements of this chapter.
  9. Accessory buildings in a side yard:

- a. Provided that it meets all required side and front yard setbacks for the zone and is at least six feet (6') from the main dwelling; and
- b. Provided exterior looks similar to the main structure by using the same building materials, colors, roof pitch, and design. (Ord. 2015-12-015, 12-17-2015)

**Setbacks:** Side (East) = 5 ft., Rear (South) = 5 ft., Side (West) = 40 ft., Front (North) = 71 ft. 6 in. (to primary residence).

**Building(s):** Garage

The proposed garage structure would be 1,795 sq. ft. with a fourteen foot high ceiling. The exterior walls would be approx. fourteen foot (14') high (to top plate), and be twenty feet four inches (20'-4") to the roof ridge line. The building height would be approximately 18 feet (18') to the midpoint of the roof (this is the roof height measurement), thus necessitating the purpose of this conditional use permit request.

Work Shop (Attached)

The proposed work shop would be 380 sq. ft. with an 8 ft. ceiling. A 45 sq. ft. bathroom is included. The exterior walls would be approx. eight feet (8') high (to top plate).

**Adj. Land:** Single-family residences

**Notice:** Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places: the City website, State website, and on two (2) bulletin boards in the City.

**Comments:**

1. The property is an interior lot with frontage & access on 2300 South Circle.
2. According to the applicant, the garage will be for personal ATV, auto, and RV storage. Attached to the garage is a work room.
3. The proposed detached structure will be setback 5 ft. from the rear and 5 feet from the side property line. Proposed side and rear yard setback are in compliance. The structure will be approximately 71 feet from the existing home.
4. The proposed height (midpoint) is approx. 18 ft. accommodate an RV.
5. The detached structure will be constructed of wood with a stucco exterior and a metal roof. The applicant intends to provide a material sample; however, one was not supplied at the time of the staff report.
6. Note: No HOP (Home Occupation Permit) may be given for any business in the work shop or garage area (per Section 3-7-1 - only businesses conducted within the residence qualify for a HOP)

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The detached structure will match the materials of the primary residence.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.  2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".  2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached structure will be approximately 18 feet in height.		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.

	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
This detached structure is within the existing character of the residential estate zone.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)



## Vicinity Aerial





## Site Aerial





## Photos - Google Maps



## **Narrative**

**Property Address:**

**2556 E. 2300 S. Cir.**

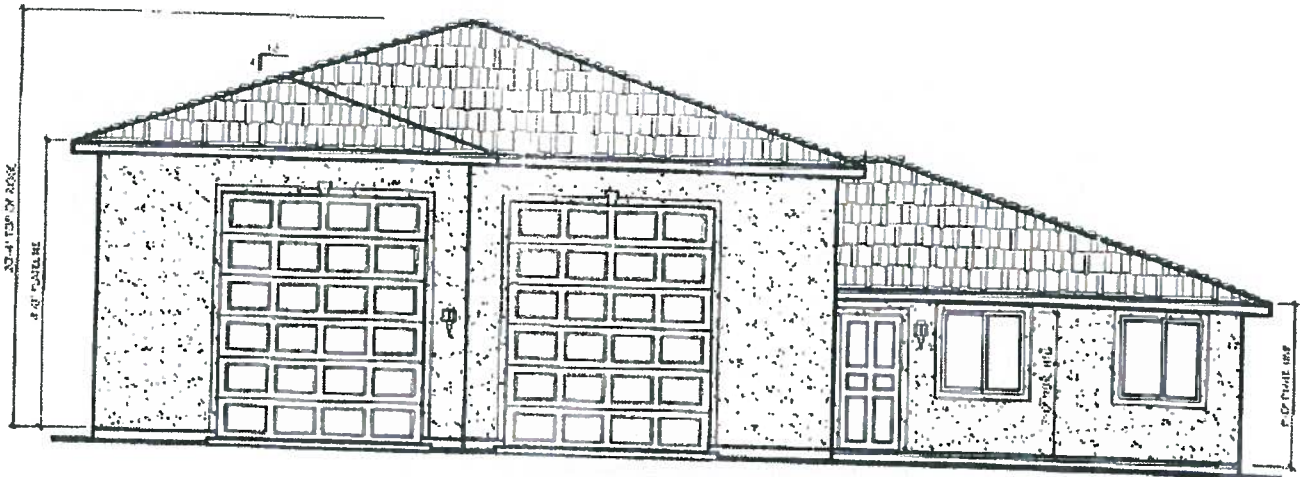
**St. George, UT 84790**

**TAX ID: SG-CCFS-1-13**

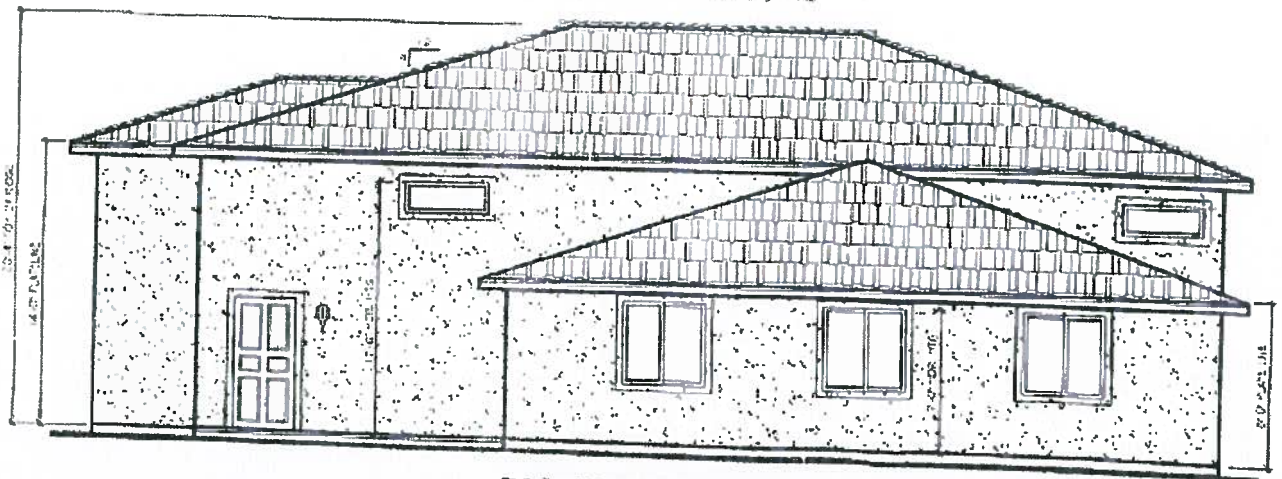
**Dustin Dell**

**The proposed use for the shop we would like to build would be for our personal use to store our atv, boat and other personal items.**

## Elevations

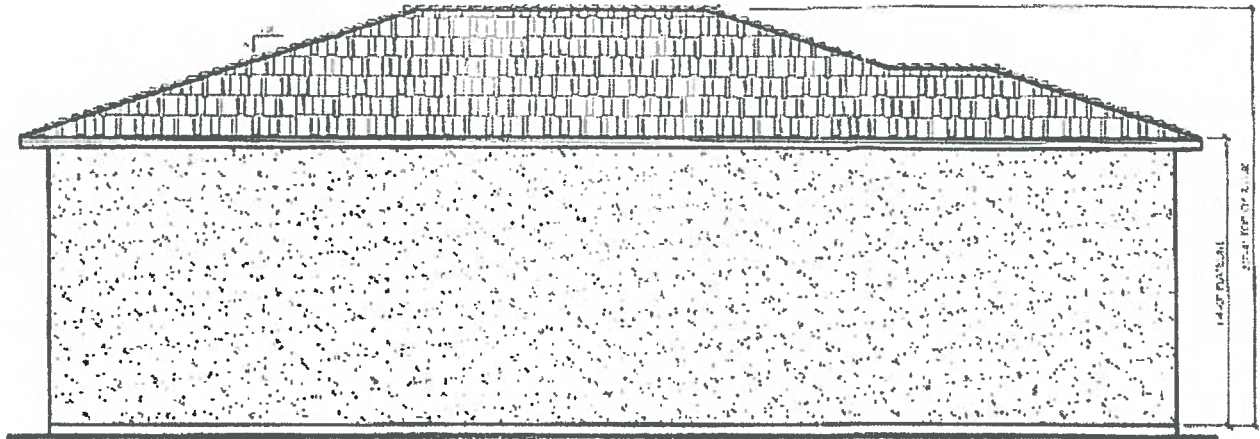


**FRONT ELEVATION**



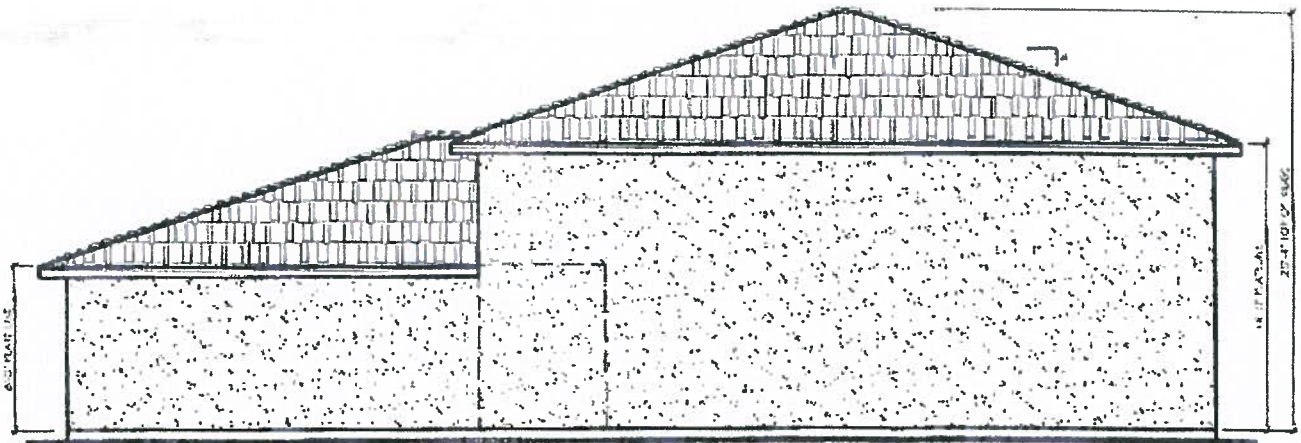
**RIGHT ELEVATION**





**LEFT ELEVATION**

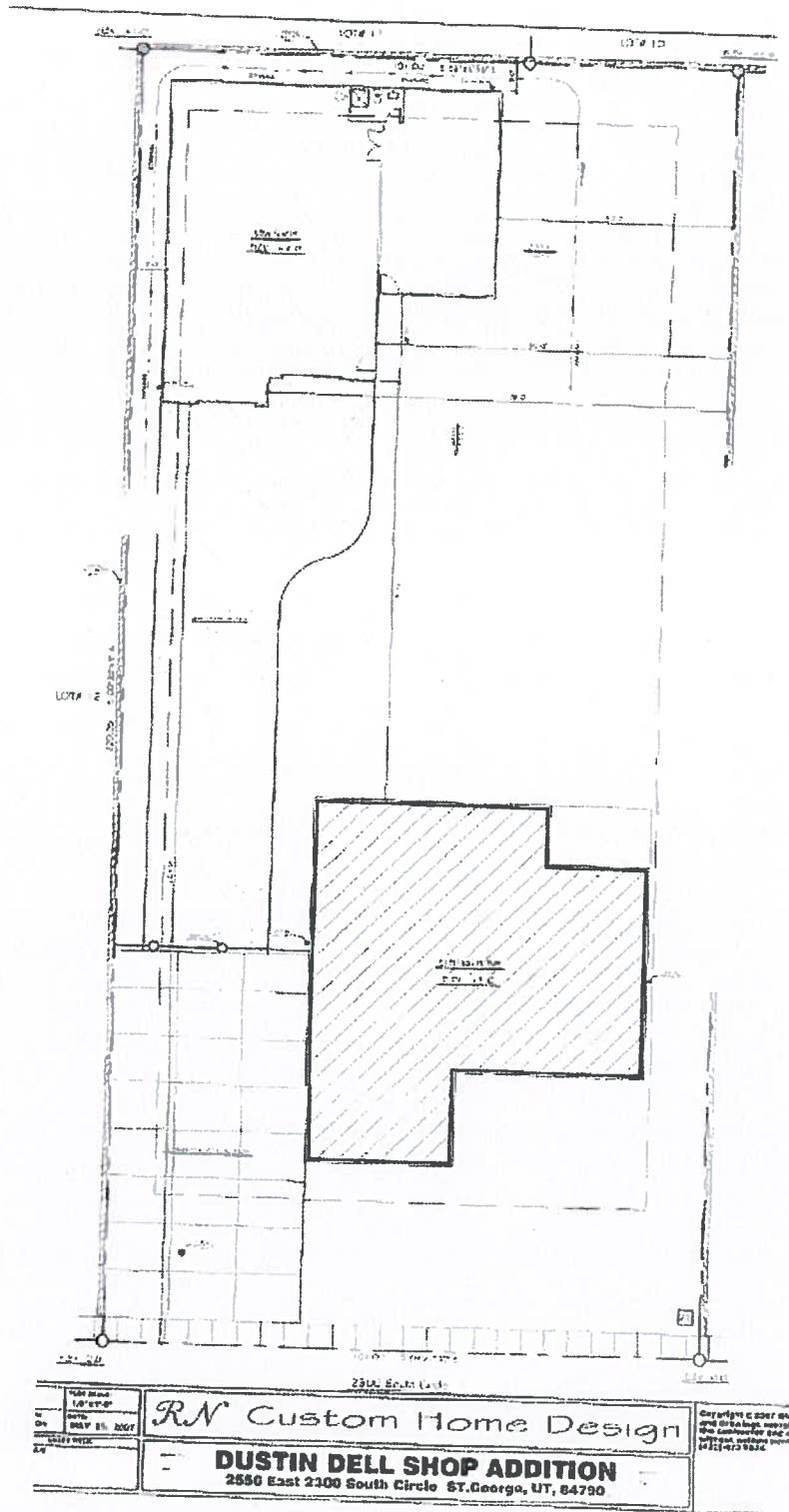
SCALE: 3/8\" = 1'-0"



**REAR ELEVATION**

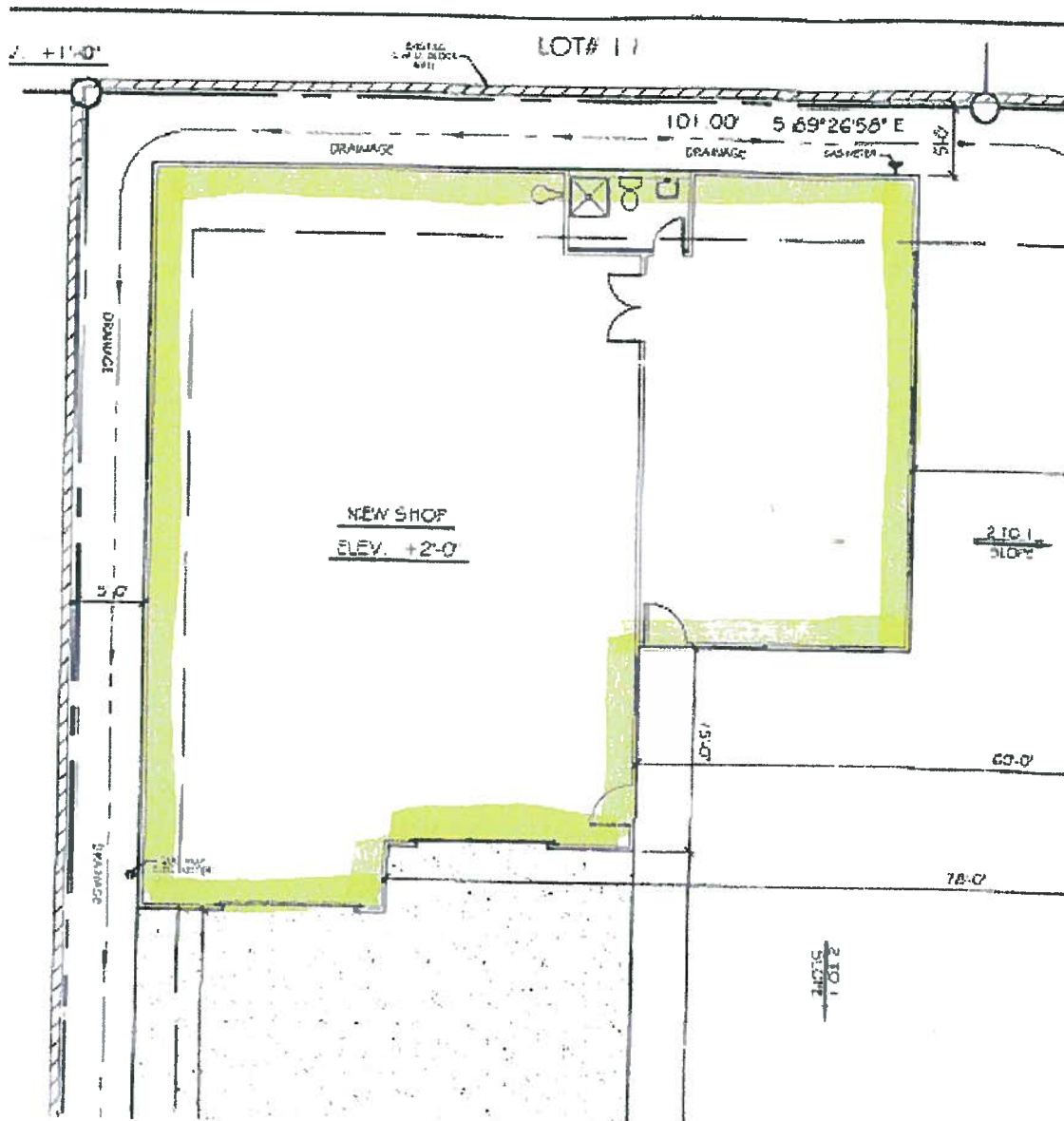
SCALE: 3/8\" = 1'-0"

## Site Plan

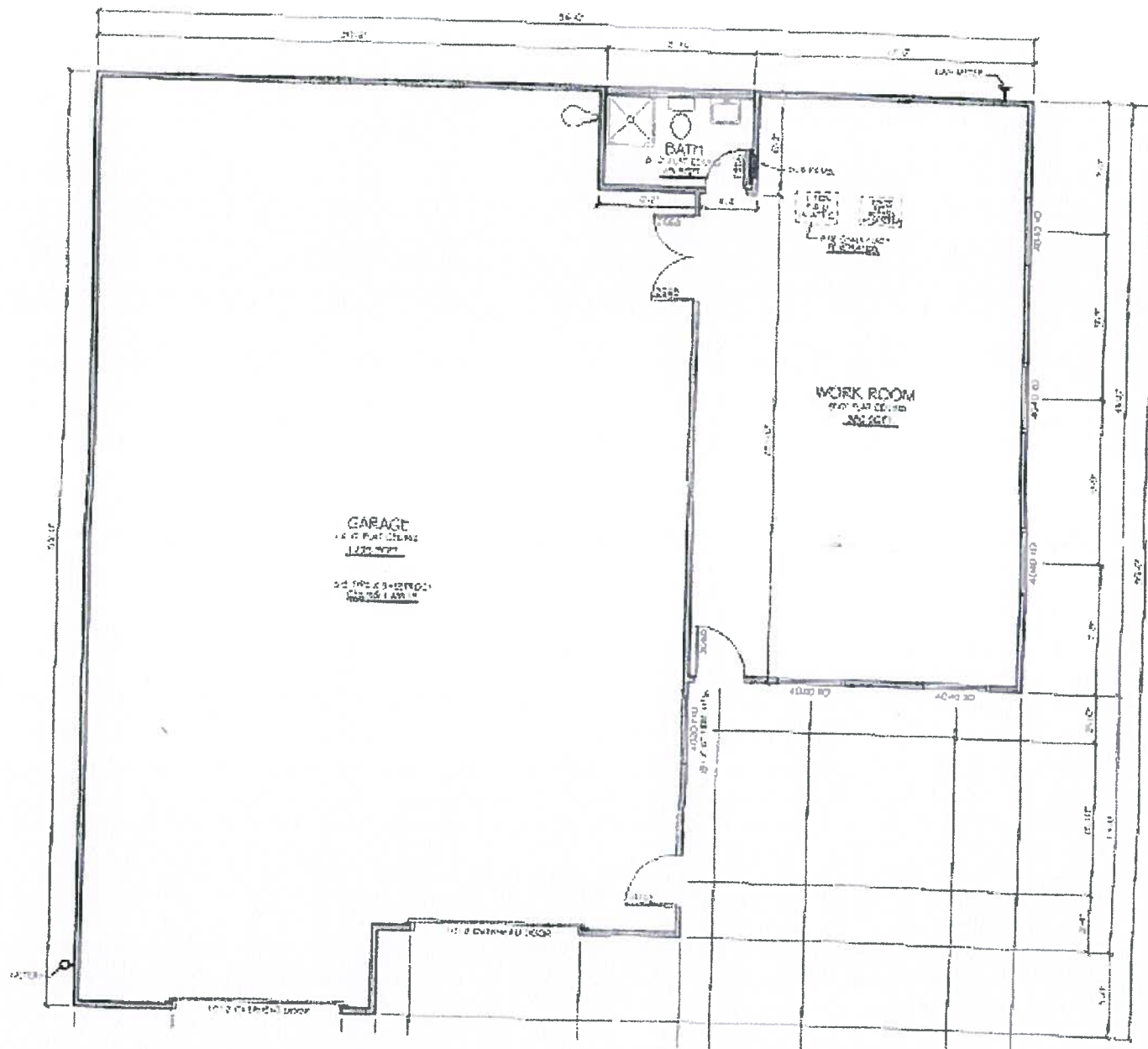




## Foot Print



## Floor Plan



## Application

**CONDITIONAL USE PERMIT  
APPLICATION & CHECKLIST**



**I. PROPERTY OWNER(S) / APPLICANT INFORMATION**

APPLICANT: Dustin Dell (owner)  
(If different than owner)  
MAILING ADDRESS: 2556 E. 2300th Cir  
St. George, UT 84790  
PHONE: 435 168 1602 CELL:        FAX:         
E-MAIL ADDRESS: ddell41@yahoo.com  
LOCATION OF SUBJECT PROPERTY: Lot 13, Crimson Cliffs Sub Ph 1  
CONTACT PERSON / REPRESENTATIVE (if applicable)         
(If different than owner)  
MAILING ADDRESS: Same as above  
PHONE:        CELL:        FAX:         
E-MAIL ADDRESS:       

**II. PROPERTY INFORMATION**

ZONING: Res. SUBDIVISION: Crimson Cliffs  
TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-CCFS-1-13  
EXISTING USE: Personal Residence  
Use of property and/or Buildings  
PROPOSED USE: Personal Storage  
Use of property and/or Buildings.

**OFFICE STAFF USE ONLY**

CASE NO. 2016-CUP-008 FILING DATE: 2/1/16 RECEIVED BY: RS RECEIPT: 155235  
FEE: \$300.00 - PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

### III. SUBMITTAL CHECKLIST

- ☒ 1. General Information Form - completed. (*This application-first page*)
- ☒ 2. Mailing Labels - Property Owner's (*The mailing labels can be obtained from the Washington County Recorder's Office*)
- ☒ 3. Radius Map - Property Owner's- identifying all properties within the required 300 ft. radius. (*The radius map can be obtained from the Washington County Recorder's Office*).
- ☒ 4. Narrative - minimum one (1) page of proposed use. (*ALL projects*).
- ☐ 5. Two (2) copies of the Subdivision Plat.
- ☒ 6. Two (2) copies of the Site Plan - minimum size 22" x 34" (ANSI D).
- ☐ 7. Two (2) copies of the Elevation(s) - minimum size 22" x 34" (ANSI D) for building height requests
- ☒ 8. One (1) copy (each) - 8-1/2" x 11" reduction of the subdivision plat and site plan.
- ☒ 9. One (1) copy - 8-1/2" x 11" reduction of the elevation(s) for building height requests.
- ☐ 10. Color and Materials Board (*or approved equivalent as required*).
- ☐ 11. Payment of \$300.00 filing fee by Check or Money Order .

### IV. SITE PLAN REQUIRED INFORMATION CHECKLIST

- ☐ 1. Current address of project, County Assessor's parcel number(s), and the applicant's and plan preparer's name, address, email address, phone and fax numbers.
- ☐ 2. North Arrow and scale.
- ☐ 3. Property Lines, with dimensions, and the location, width and description of any easements.
- ☐ 4. Existing and proposed streets, including names, centerlines, widths, and future rights of way and improvements.
- ☐ 5. Show existing fire hydrants within 300 feet of the project site.
- ☐ 6. Show proposed Fire Department access lane(s) (*if applicable*).
- ☐ 7. Show and dimension all existing and proposed buildings and structures:
  - Show distances between existing and/or proposed buildings.
  - Show distances from existing and/or proposed buildings to property line.
  - Show all required and proposed building setback lines.
  - Show any nearby buildings, proposed or existing, within 30 feet of the subject property lines.
  - Show proposed walls, fences, trash enclosures, accessory buildings, etc.
- ☐ 8. Show proposed and existing parking, driveways and on-site access points (where applicable show any off-site parking within the vicinity). Indicate width of driveways and drive aisles, and show distances between driveways. Show parking space dimensions, handicapped accessible spaces, and indicate one-way and two-way drive aisles.
- ☐ 9. Show any significant natural features such as rock outcroppings and water courses.
- ☐ 10. Show proposed landscaping, including quantity and, locations; a separate landscaping plan may be substitutes instead of showing information on the site plan.
- ☐ 11. Show locations and dimensions of pedestrian access ways, loading areas, and access to service areas.

- ☐ 12. Show proposed lighting fixtures in parking areas, adjacent to walkways, and on buildings, and indicate type.
- ☐ 13. Show all existing and proposed public improvements, including water, sewer, catch basins, curbs, gutters, sidewalks, street lights, signals, power lines, utility vaults, and utility poles.
- ☐ 14. Show existing contour lines and proposed contour lines indicating finished grade on the site; a grading plan may be substituted instead of showing contours on the plan, if desired.
- ☐ 15. Show location of on-site and off-site drainage, both existing and proposed.
- ☐ 16. Provide a legend (data box) on the site plan that includes:
  - a. Current Zoning
  - b. Total lot square footage
  - c. Total building square footage
  - d. Percentage of Lot Coverage
  - e. Setbacks (Existing and/or Proposed)
  - f. Building Height (Proposed)
  - g. Parking (show calculations)
  - h. Open Space
  - i. Landscaping (show calculations and % of coverage)
  - j. Proposed Use (e.g. restaurant, retail, office, etc.) (show square footage allocated to each use within building(s)).
  - k. For multiple family residential projects; include unit type, number of bedrooms, square footage per unit, unit mix, etc.
  - l. Indicate the intended occupancy type of all buildings.
  - m. Identify building sprinkled and/or non-sprinkled

#### V. GENERAL STANDARDS FOR APPROVAL OF CONDITIONAL USES (Section 10-17-7)

The following standards must be met to mitigate the reasonably anticipated detrimental effects if imposed as a condition of approval: (if category applies, attach a separate sheet with explanation)

Yes	N/A	Category	Description
		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Excessive noise means noise that is prolonged, unusual, or a level of use annoys, disturbs, injures or endangers the peace or safety of others.
		B. Dust	1. Comply with all air quality standards, state, federal, and local. 2. Use shall not create unusual or obnoxious dust.
		C. Odors	1. Comply with all air quality standards, state, federal, and local. 2. Use shall not create unusual or obnoxious odors.
		D. Aesthetics	1. Blend harmoniously with the neighborhood so the characteristics of the zone and the impact of the use is reduced.
		E. Safety	1. Take the necessary measures to avoid or mitigate created by the use, including problems due to traffic flooding, fire, hazardous materials, or related problems.

		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area. 2. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
		I. Saturation / Spacing	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
		J. Maintain Character and purpose of zone	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)
		K. Public Health	

#### VI. COMMENTS

1. Please be aware that, if determined necessary by City staff, additional information and/or special studies may be required to review the project. These studies may include, but not be limited to: a soils report, hydrology report, traffic study, etc.
2. Until the following information is submitted, your application will be considered incomplete:
3. The applicant has the ability and intention to utilize said CONDITIONAL USE PERMIT within twelve (12) months from date of final approval by the City Council, and the applicant understands this CONDITIONAL USE PERMIT application, if granted, becomes null and void and of no effect if unused within twelve (12) months from the date of filing the application, or if any time after granting the use is discontinued for a period of twelve (12) months, or developed by someone other than the applicant.
4. A CONDITIONAL USE PERMIT approval does not eliminate the necessity of obtaining a building permit, which is required for construction of all buildings in the project.

5. Are there any deed restrictions affecting the use of the property involved? Give the exact restrictions, if applicable.

6. Required site improvements such as pavement for parking areas, curb and gutter, privacy storm drain facilities, and all other improvements required under City Ordinance shall be the issuance of a certificate of occupancy or approval for permanent electric power service. Improvements cannot be completed prior to receiving permanent or a certificate due to any other unusual circumstances, a financial guarantee in the form of a cashier's check, bond, financial guarantee acceptable to the City attorney shall be provided to the City guarantee improvements will be fully completed within ninety (90) days of the issuance of permanent certificate of occupancy.

#### VII. APPLICANT AGREEMENT

I (we) have read and understood the requirements of this application and all information accurate to the best of my (our) abilities.

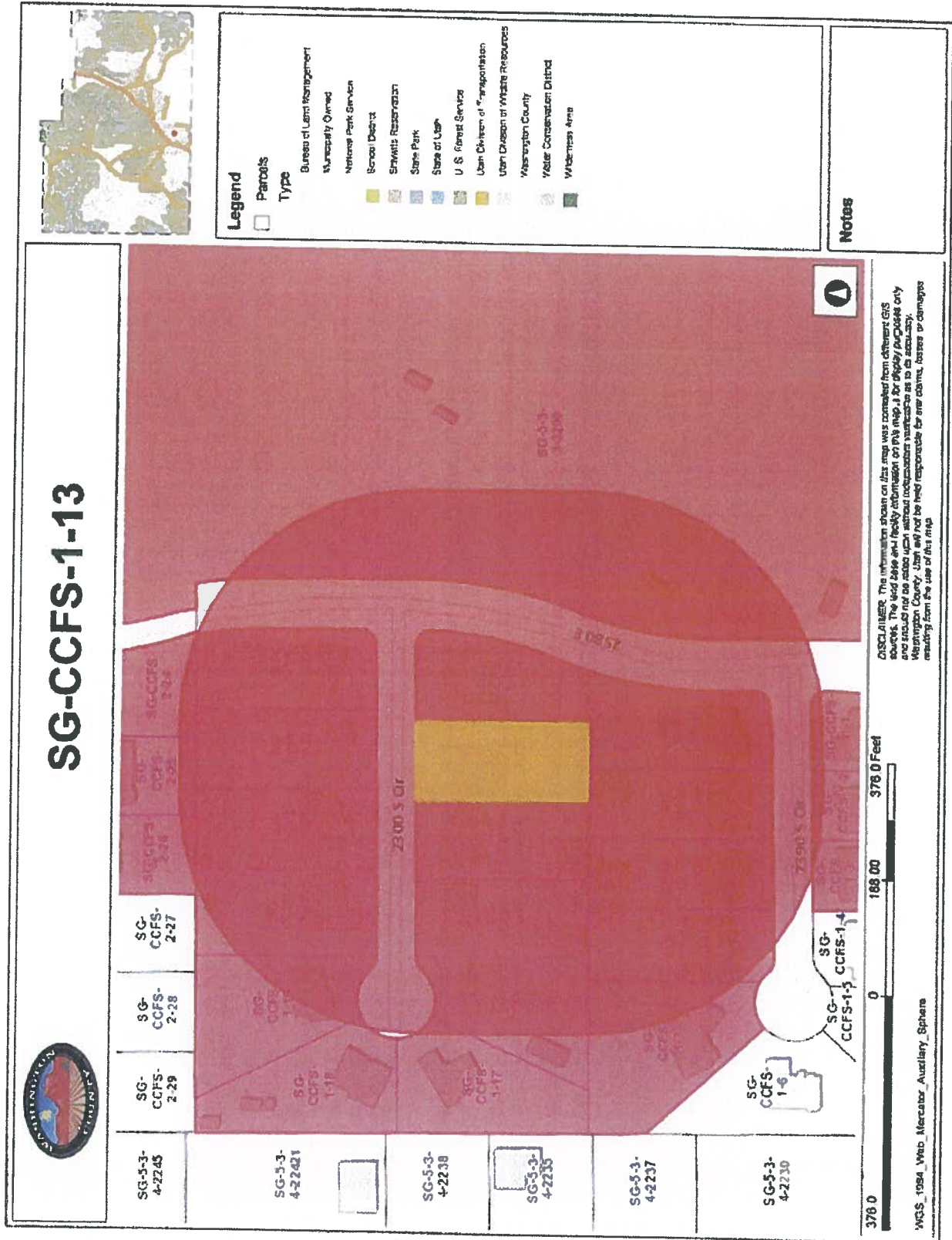
Signature

Date

Signature

Date





**DRAFT**Agenda Item Number : **6C**

## Request For Council Action

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**Date Submitted** 2016-02-22 10:25:56**Applicant** Mr. Matt Pehrson**Quick Title** CUP for a tattoo shop**Subject** Consider a request for permission to manage and operate a tattoo shop called "The Zion Tattoo Parlor."™ The applicant and representative is Mr. Matt Pehrson. The property is located at 987 S Bluff Street, Suite E and is zoned C-3 (General Commercial).**Discussion** The applicant is proposing to operate a tattoo shop in an existing commercial building. Tattoo shops are listed as a CUP in C-3 and are not permitted in other commercial zones. No exterior changes are being proposed. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** In commercial zone but requires a conditional use permit and PC recommends approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**



# PCR ITEM 2A

## CUP / Tattoo Shop

PLANNING COMMISSION AGENDA REPORT: 02/23/2016  
CITY COUNCIL MEETING: 03/03/2016

### CONDITIONAL USE PERMIT

**Matt Pehrson, The Zion Tattoo Company**  
Case # 2016-CUP-007

**Request:** Permission to manage and operate a tattoo shop.

**Location:** 987 S Bluff Street Suite E

**Owner:** Matt Pehrson  
1014 Escalante Drive  
St. George, Utah 84790


**Zoning:** C-3 (General Commercial).

**General Plan:** COM (Commercial)

**Ordinance:** Per Section 10-10-2 "Permitted Uses," a tattoo shop requires a CUP.

#### 10-10-2: PERMITTED USES:

In the following list of possible uses, those designated as being permitted in a zone will be identified with the letter "P". Uses designated with the letter "C" are allowed on a conditional use basis. Uses designated with the letter "N" will not be allowed in that zone. The following listing is not intended to be all inclusive, but rather, indicative of uses permitted in the zone:



Service businesses, including the following and similar uses:	C-1	C-2	C-3	C-4
Barbershop/beauty shop	P	P	P	P
Body piercing, incidental to a permitted use	N	P	P	P
Pest control and extermination	N	P	P	P
Tattoo establishment	N	N	C	N

**Setbacks:** Existing building, no change to setbacks.

**Parking:** The existing commercial site was designed for office, retail, and service commercial type uses. This use will fit within the 1:250 ratio for parking. A floor plan is attached that indicates low occupancy.

**Design:** No exterior changes are proposed.

**Adj. Land:** North: Commercial C-3  
East: Commercial C-2  
South: Commercial C-2  
West: Commercial C-3

**Landscaping:** Existing commercial site landscaping; no changes required with this request.

**Staff Comments:** Attached to this report are the applicant's layout, application, and narrative. The narrative describes the business and experience of the applicant. The applicant is proposing to provide tattoos, piercings, and a fine art gallery at the location.

According to the applicant, three tattoo artists will be at the business. Hours of operation will be 12:00 pm to 8 pm Tuesday through Saturday.

**Conditions:**

1. No smoke shop items shall be sold on the premises.
2. Must obtain city business license and applicable health and state licenses.

**Findings:**

The following standards must be met to mitigate the reasonably anticipated detrimental effects if imposed as a condition of approval:

Yes	N/A	Category	Description
Control all noise levels to prevent disturbance of neighbors.		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
Comply with Local, State, and Federal air quality		B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
Contain all odors to meet city and state standards		C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Any proposed exterior changes shall be approved		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Meet State and Federal safety standards		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems.

			2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
Existing building	X	G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
PC to discuss		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
PC to discuss:	X	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.
		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
Comply with State standards		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

# The Zion Tattoo Company

987 S. Bluff St. Suite E

St. George UT, 84790

My name is Matt Pehrson, and I am currently a tattoo artist at 314 Tattoo in St. George UT. I am also a landscape photographer, and fine artist. The current owner of 314 Tattoo, Mr. Jasen Workman, has accepted a job offer in Southern California, which leaves myself and my colleagues at 314 Tattoo with an exciting opportunity.

I plan to open a dynamic, new tattoo studio and art gallery, which we will call The Zion Tattoo Company. Myself and the two remaining artists from 314 Tattoo will be staffing the new location.

At The Zion Tattoo Company, our aim is to provide a high quality tattoo and body piercing service to our customers, in a clean and safe environment.

We plan to achieve that goal through experience, dedication, and continued training for all artists and technicians. Our staff has been performing tattoo work on satisfied clients for many years in St. George, and we look forward to expanding our potential with our beautiful new location.

We intend to take the location at 987 S. Bluff Street, which has remained vacant for many years, and transform it into a beautiful tattoo studio and art gallery. The empty space will be nicely furnished, finished with granite and tumbled stone, and adorned with tasteful fine art and photography on display.

The artists performing procedures at The Zion Tattoo Company are trained in the latest art techniques, as well as maintaining currencies in health standards and Blood Borne Pathogen training. We will be a completely "disposable" studio, meaning all contact items will be safely disposed of after each use, providing a clean and sanitary environment for our clients.

I am a veteran of over 9 years in the U.S. Air Force, and have been a successful tattoo studio owner in the past. I look forward to the opportunity to contribute economically to the local area, as well as being a positive influence and role model.



Matt Pehrson

The Zion Tattoo Company

**The Zion Tattoo Company  
987 S. Bluff Street Suite E.  
St George UT, 84770**

**General Standards for Approval of Conditional Uses**

- A. We will control all noise levels to prevent any disturbance.
- B. We will comply with all Local, State, and Federal regulations.
- C. We will contain or prevent any odors to meet State and Local standards.
- D. There are no planned changes to the aesthetics, with the exception of an approved sign with a permit. Any changes shall be approved by CC.
- E. We will meet all State and Federal safety standards.
- F. We are a very low volume business, there should be very little change in traffic.
- G. N/A ---Existing Building.
- H. We are planning to be open Tuesday through Saturday from Noon to 8pm.
- I. N/A
- J. Our business falls within the purpose of the zone.
- K. We will comply with all State and Local standards. Each technician is already licensed with the Southwest Utah Public Health Department, and the location will be licensed upon completion of this CUP.

**CONDITIONAL USE PERMIT  
APPLICATION & CHECKLIST**

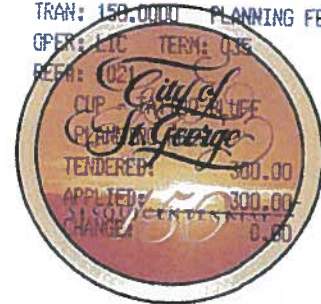
CITY OF ST GEORGE

RECH: 01515927 2/08/2016 3:33 PM

TRAN: 150.0000 PLANNING FEES

OPER: LTC TERM: 0.36

REF: 021



**I. PROPERTY OWNER(S) / APPLICANT INFORMATION**

APPLICANT: Matt Pehrson

(If different than owner)

MAILING ADDRESS: 1014 Escalante Dr

St. George UT, 84790

PHONE: (435) 673-4454 CELL: (208) 590-3395 FAX: \_\_\_\_\_

E-MAIL ADDRESS: matt.pehrson@gmail.com

LOCATION OF SUBJECT PROPERTY: 987 S. Bluff Street Suite E  
St. George UT 84770

CONTACT PERSON / REPRESENTATIVE (if applicable): \_\_\_\_\_

(If different than owner)

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**II. PROPERTY INFORMATION**

ZONING: C-3 SUBDIVISION: \_\_\_\_\_

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-5-2-31-43561

EXISTING USE: Vacant

Use of property and/or Buildings

PROPOSED USE: Tattoo Studio and Gallery

Use of property and/or Buildings.

**OFFICE STAFF USE ONLY**

CASE NO. 2014-CUP-07 FILING DATE: 2/8/14 RECEIVED BY: [Signature] RECEIPT: \_\_\_\_\_

FEE: \$300.00 - PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

2016-CUP-007

“The Zion Tattoo Company”

987 S Bluff St #E









Current Zoning

## Section 10-10-2



Service businesses, including the following and similar uses:	C-1	C-2	C-3	C-4
Barbershop/beauty shop	P	P	P	P
Body piercing, incidental to a permitted use	N	P	P	P
Pest control and extermination	N	P	P	P
Tattoo establishment	N	N	C	N

**A2.1**  
SHEET

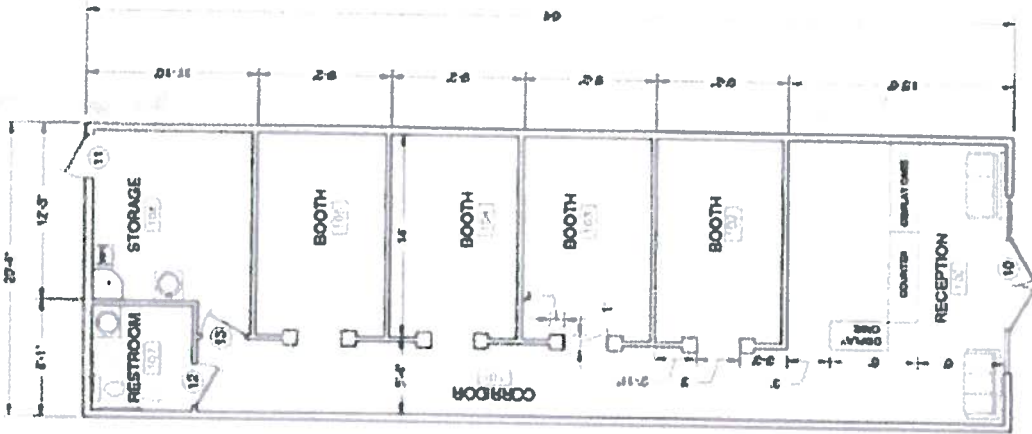
**FLOOR PLAN**  
 T1 PLAN FOR ZION TATTOO COMPANY  
 987 S. BLUFF STREET  
 ST. GEORGE, UTAH

251 W. MILL STREET DR. # 202  
 ST. GEORGE, UTAH 84770  
 (435) 426-2277  
 www.millstreet.com

DESIGN  
 ASSOCIATES INC  
 ARCHITECT &  
 CONSULTING ENGINEERS



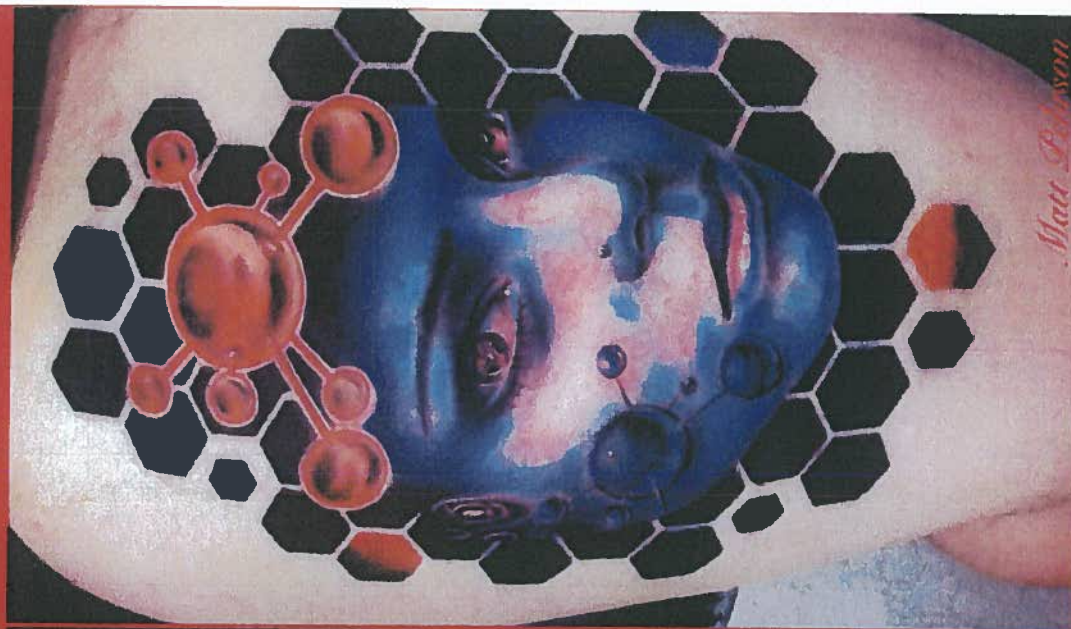
DATE: 12/16  
 SCALE: 1/8"=1'-0"



**FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



The Zion Tattoo Company  
987 S. Bluff Street Suite E.





The Zion Tattoo Company

